

# Agenda

## Kaiapoi-Tuahiwī Community Board

Monday 15 July 2024

4pm

Kaikanui Room  
Ruatanīwha Kaiapoi Civic Centre  
176 Williams Street, Kaiapoi

**Members:**

Jackie Watson (Chairperson)

Sandra Stewart (Deputy Chairperson)

Neville Atkinson

Tim Bartle

Al Blackie

Tracey Blair

Russell Keetley

## **AGENDA CONTENTS – KAIAPOI-TUAHIWI COMMUNITY BOARD MEETING**

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**AGENDA FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD TO BE HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI ON MONDAY 15 JULY 2024 AT 4PM.**

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**RECOMMENDATIONS IN REPORTS ARE NOT TO BE CONSTRUED AS  
COUNCIL POLICY UNTIL ADOPTED BY THE COUNCIL**

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	<b><u>BUSINESS</u></b>	<i>PAGES</i>
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<b>3</b>	<b><u>CONFIRMATION OF MINUTES</u></b>	
3.1	<b><u>Minutes of the Kaiapoi-Tuahiwi Community Board – 17 June 2024</u></b>	8-16
	<i>RECOMMENDATION</i>	
	<b>THAT</b> the Kaiapoi-Tuahiwi Community Board:	
	(a) <b>Confirms</b> the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 17 June 2024, as a true and accurate record.	
3.2	<b><u>Matters Arising (From Minutes)</u></b>	
3.3	<b><u>Notes of the Kaiapoi-Tuahiwi Community Board Workshop – 17 June 2024</u></b>	17-19
	<i>RECOMMENDATION</i>	
	<b>THAT</b> the Kaiapoi-Tuahiwi Community Board:	
	(a) <b>Receives</b> the circulated notes of the Kaiapoi-Tuahiwi Community Board workshop, held 17 June 2024.	
<b>4</b>	<b><u>DEPUTATIONS AND PRESENTATIONS</u></b>	
	Nil.	
<b>5</b>	<b><u>ADJOURNED BUSINESS</u></b>	
	Nil.	

## 6 REPORTS

### 6.1 Ground Lease Kaiapoi Menz Shed – Isibea Clark (Project Manager Community and Recreation)

20-70

#### *RECOMMENDATION*

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 240513076330.
- (b) **Approves** the awarding of a ground lease to Kaiapoi Menz Shed at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (c) **Approves** delegated authority to the General Manager of Community and Recreation to finalise lease negotiations with the Kaiapoi Menz Shed.
- (d) **Notes** the storage containers must comply with the design guidelines and are temporary for a maximum period of 24 months.
- (e) **Notes** staff will issue the Menz Shed with an advisory reminder that the containers must be removed or replaced with a permanent solution after 18 months of being on site.
- (f) **Approves** two 20-foot containers and one 40-foot container to be placed temporarily at the Kaiapoi Community Hub for storage purposes for a period of up to two years. Staff will notify the board when this period begins as will only start once building commences.
- (g) **Notes** the lease fee will only be paid if requested (\$1.00 per annum) to fall in line with other community lease agreements, as determined by Council.
- (h) **Notes** that there are slight differences between the lease agreement between the Kaiapoi Menz Shed and the other confirmed leases on the site. This is due to the feedback received from groups as well as the different activities they carry out. However, general conditions are the same.
- (i) **Notes** that consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021. The location of the proposed buildings on this site is in line with this consultation.
- (j) **Notes** that costs associated with the development of the leased area will lie with individual group and the Lessee must ensure that works comply with the site Design Guidelines attached to this report.
- (k) **Notes** that any lease would be subject to a two-year period to start their build to enable the Group to raise the funds it needs for the project.

### 6.2 Proposed Roothing Capital Works Programme for 2024/25 and Indicative Three Year Programme – Kieran Straw (Civil Projects Team Leader) and Joanne McBride (Roothing and Transport Manager)

71-83

#### *RECOMMENDATION*

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 240419062979.
- (b) **Endorses** the 2024/25 DRAFT Proposed Roothing Capital Works Programme (Trim No. 240624102120).

- (c) **Endorses** the indicative Roothing Capital Works Programme for the 2025/26, 2026/27 and 2027/28 financial years.
- (d) **Notes** that the outcome of the National Land Transport Programme (NLTP) will not be known until September 2024, and as such it will not be known as to whether co-funding is available until that time.
- (e) **Notes** that feedback from the Community Boards, will be incorporated into the final report which is proposed to be submitted to the Utilities and Roothing Committee in August 2024 for approval.

6.3 **Applications to the Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund – Kay Rabe (Governance Advisor)**

84-118

*RECOMMENDATION*

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240520080329.
  - (b) **Approves** a grant of \$..... to the Waimakariri United Football Club towards purchasing bibs for their Mainland competition teams.
- OR**
- (c) **Declines** the application from the Waimakariri United Football Club.
  - (d) **Approves** a grant of \$..... to the R13 Youth Development Trust for art supplies for Art Therapy sessions.
- OR**
- (e) **Declines** the application from the R13 Youth Development Trust.
  - (f) **Approves** a grant of \$..... to the Community Wellbeing North Canterbury Trust towards the purchase of a digital media screen.
- OR**
- (g) **Declines** the application from the Community Wellbeing North Canterbury Trust.

**7 CORRESPONDENCE**

7.1 **Council Long Term Plan Submission Response Letter (Trim: 240216022707)**

7.2 **Letter regarding the Ground Lease Conditions of Historic Railway Building (Trim: 240624101909)**

119-122

*RECOMMENDATION*

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the Council Long Term Plan Submission Response Letter (Trim: 240216022707).
- (b) **Receives** the letter regarding the Ground Lease Conditions of Historic Railway Building (Trim: 240624101909).

## 8 CHAIRPERSON'S REPORT

### 8.1 Chairperson's Report for June 2024

The Chairperson will provide a verbal update.

#### *RECOMMENDATION*

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the verbal report from the Kaiapoi-Tuahiwi Community Board Chairperson.

## 9 MATTERS REFERRED FOR INFORMATION

### 9.1 Oxford-Ohoka Community Board Meeting Minutes 5 June 2024.

### 9.2 Woodend-Sefton Community Board Meeting Minutes 10 June 2024.

### 9.3 Rangiora-Ashley Community Board Meeting Minutes 12 June 2024.

### 9.4 Submission Environment Canterbury Long Term Plan – Report to Council meeting 4 June 2024 – Circulates to all Boards.

### 9.5 46 Main North Road, Kaiapoi – Public and Iwi Feedback – Reserve Classification – Report to Council Meeting 4 June 2024 – Circulates to the Kaiapoi-Tuahiwi Community Board.

### 9.6 Health, Safety and Wellbeing Report May 2024 – Report to Council Meeting 4 June 2024 – Circulates to all Boards.

### 9.7 Enterprise North Canterbury Approved Statement of Intent (SOI) Beginning 1 July 2024, and associated 2024/25 Enterprise North Canterbury Annual Business Plan – Report to Audit and Risk Committee meeting 11 June 2024 – Circulates to all Boards.

### 9.8 Commence Public Consultation on Amended Stormwater Drainage and Watercourse Protection Bylaw 2024 – Report to Utilities and Roading Committee meeting 18 June 2024 – Circulates to all Boards.

### 9.9 Private Well Study – Results from 2023 Study – Report to Utilities and Roading Committee meeting 18 June 2024 – Circulates to all Boards.

#### *RECOMMENDATION*

**THAT** the Kaiapoi-Tuahiwi Community Board

- (a) Receives the information in Items.9.1 to 9.9.

#### **Note:**

1. *The links for Matters for Information were previously circulated to members as part of the relevant meeting agendas.*

## 10 MEMBERS' INFORMATION EXCHANGE

123-124

### 10.1 Brent Cairns

### 10.2 Philip Redmond

**11 CONSULTATION PROJECTS**

**11.1 Oxford Football Club Using Cust Domain**

<https://letstalk.waimakariri.govt.nz/oxford-football-club-using-cust-domain>

Consultation closes Friday 2 August 2024.

**11.2 Welcoming Communities**

<https://letstalk.waimakariri.govt.nz/welcoming-communities>

Consultation closes mid-August 2024.

**12 BOARD FUNDING UPDATE**

**12.1 Board Discretionary Grant**

Balance as at 30 June 2024: \$8,600.

**13 MEDIA ITEMS**

**14 QUESTIONS UNDER STANDING ORDERS**

**15 URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

**NEXT MEETING**

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 19 August 2024 at 4pm.

**Workshop**

- *Discretionary Grant Funding – Kay Rabe (Governance Advisor) – 15 minutes*
- *Members Forum*

**MINUTES FOR THE MEETING OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, 176 WILLIAMS STREET, KAIAPOI, ON MONDAY, 17 JUNE 2024, AT 4PM.**

**PRESENT**

J Watson (Chairperson), S Stewart (Deputy Chairperson), N Atkinson, A Blackie, T Bartle, and R Keetley.

**IN ATTENDANCE**

B Cairns and P Redmond (Kaiapoi-Woodend Ward Councillors).

C Brown (General Manager Community and Recreation), B Dollery (Ecologist – Biodiversity), Heike Downie (Senior Advisor – Strategy and Programme), S Binder (Senior Transportation Engineer), M Kwant (Greenspace Community Projects Officer), J McBride (Roading and Transport Manager), G Cleary (General Manager Utilities and Roading), S Docherty (Senior Policy Analyst), K Rabe (Governance Advisor) and A Connor (Governance Support Officer).

There were five members of the public present.

**1 APOLOGIES**

Moved: J Watson

Seconded: T Bartle

**THAT** an apology for absence be received and sustained from T Blair.

**CARRIED**

**2 CONFLICTS OF INTEREST**

R Keetley declared a conflict of interest for item 4.2 – *Leigh Griffiths and Chuck Dowell – Environment Canterbury* as he was employed by Environment Canterbury.

R Keetley also declared a conflict of interest for item 7.1 – *Letter from the Kaiapoi District Historical Society* as he was the Board's representative for this group.

**3 CONFIRMATION OF MINUTES**

**3.1 Minutes of the Kaiapoi-Tuahiwi Community Board – 20 May 2024**

S Stewart noted that the information in her information exchange was not accurate and undertook to work with the minute taker to amend this portion of the minutes.

Moved: S Stewart

Seconded: T Bartle

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Confirms** the circulated Minutes of the Kaiapoi-Tuahiwi Community Board meeting, held 20 May 2024, as a true and accurate record, subject to the changes made by S Stewart in relation item 10 'Members Exchange – S Stewart'.

**CARRIED**

**3.2 Matters Arising (From Minutes)**

There were no matters arising from the minutes.



### 3.3 Notes of the Kaiapoi-Tuahiwi Community Board Workshop – 20 May 2024

Moved: J Watson Seconded: R Keetley

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** the circulated notes of the Kaiapoi-Tuahiwi Community Board workshop, held 20 May 2024.

**CARRIED**

## 4 DEPUTATIONS AND PRESENTATIONS

### 4.1 Jason Miles and Greg Thompson – Kaiapoi North School (Trim Ref: 240624101792)

G Thompson informed the Board that the School had a directive from the Ministry of Education to install a 1.8m high fence along its boundary. Currently students used the Morcroft Reserve during break times and the school was proud of its interconnectedness with the community. There was little space between the school boundary and the classrooms. Fencing along the boundary of the school would significantly change the feel of the area and would constrict the amount of space available for students to play. The school was not in favour of fencing along the boundary line between the school and the reserve and requested the Board to support a second option which was to install a fence along the Allison Crescent boundary of the reserve with a gate to allow public access to the reserve. G Thompson made it clear that the School was not trying to include the reserve as part of the school and that public access would still be encouraged. The School encouraged the use of school grounds outside of school hours by the neighbourhood. The Ministry of Education would pay for the installation and maintenance of the fence and any signage required. The school did not have a choice regarding the installation of the fence for the safety of the children, however the location of the fence was negotiable.

T Bartle queried how members of the public would retain easy access while keeping children secure. J Miles explained the access gate would be at a certain height to ensure younger children couldn't reach the release mechanism.

A Blackie asked if children generally ran from the school through the reserve. A fence would also be required at front of the school. J Miles stated the fence would be installed around the entire school. Although some children may still be able to get through or over the fence it gave staff more time to stop them. Children who were absconding currently had a teacher aid full time however the Ministry of Education did not fully fund these staff members and therefore funds that would generally be put towards learning was currently used to fund the teacher aids.

P Redmond questioned how the risk of children absconding was dealt with when they were older and taller. J Miles noted in the past children had learned better behaviours and the risk lessened as they became older. Currently with the 1.6m gate, five year old children were able to climb or open the gate whereas a 1.8m fence would be more challenging for small children to access.

P Redmond then sought clarity on how access would be preserved for children wanting to access the reserve outside of school hours if they could not open the gate. J Miles clarified older children would be able to use the gate however he did not think five and six year old children should be encouraged to go to the school or reserve alone.

P Redmond asked how many children were currently enrolled that a taller fence would benefit. J Miles answered they had previously had one or two children enrolled however this years roll had three children.

Following a question from P Redmond, J Miles noted Ashgrove, Woodend and Kaiapoi Brough schools all had 1.8m fencing installed and children who were around eight to nine years old were able to easily access the gates.

N Atkinson noted Woodend and Ashgrove School shared a boundary with a reserve however their fences did not go around the community reserve. He asked if there was a better option for both parties. J Miles informed the Board that they had investigated many solutions, however they believed this was the best solution especially as the school's current evacuation point was on Moorcroft Reserve as this was identified as the safest area by the fire service.

N Atkinson then questioned if the School had spoken to the neighbours of the reserve. J Miles responded they had not as they wished to speak to the Board first.

J Watson wondered if the gates could be left open after school hours. J Miles answered they could be left open.

The Chair thanked J Miles and G Thompson for their presentation.

#### 4.2 **Leigh Griffiths and Chuck Dowdell – Environment Canterbury (Trim Ref: 240624101795)**

L Griffiths informed the Board that Environment Canterbury were proposing to close a portion of Hays Road. The original communication regarding the closure received a large amount of both positive and negative feedback which had not been expected. C Dowdell noted that although Hays Road was called a road it was not a legal road and was Environment Canterbury owned land. They were proposing to close 1.4km of the road removing the connection between Wrights Road and Taylors Road. The closure of the section would reduce friction between motorised vehicles and pedestrians, remove the throughfare of motor vehicles, and reduce accidental and wilful damage caused by the use of motor vehicles. This would reduce the risk to vulnerable road users and allow continued access for all recreational interests. The closure of this section was not expected to add pressure to the Waimakariri roading network. The project was on hold while consultation was undertaken.

N Atkinson asked if Environment Canterbury (ECan) were aware of the petitions that occurred when the park was established. L Griffiths noted they were more aware now that they had received the feedback. Staff believed those opposing the closure were using the park as a throughfare rather than as a recreational park. No commitment was made when the park was established that the road would not close.

N Atkinson sought clarification on why people were using the park as a throughfare. C Dowdell explained people entered at Taylors Road and drove through to Wrights Road to avoid using Tram Road.

P Redmond asked what degree of the community and Council would be consulted. L Griffiths responded that they generally only posted on social media and placed signs in the park. After the amount of feedback received, ECan had put the closure on hold. ECan had originally not consulted with Waimakariri District Council however had since made contact to discuss a way forward.

A Blackie noted Taylors Road was in poor condition as the berm was higher than road and if it was going to be used as an access by more people the road would require work which the Council had not have budget for. C Dowdell stated they expected less people would use Taylors Road as an access point as the only point of the park they would be able to access was the bike park.

T Bartle noted Hay Road was not an easy to use throughfare and questioned what harm was being caused by people using it as so. C Dowdell noted some users speed through the park which caused damage and they had limited park budget which they did not want to use to fix damage caused by those using the park not for recreation.

N Atkinson noted there was a large elderly population who used Hays Road when fishing as due to mobility issues. C Dowdell responded he had spoken to several elderly people who thought the entire road would be closed however when explained would be closed from the car park area they were more accepting.

## 5 **ADJOURNED BUSINESS**

Nil.

## 6 **REPORTS**

### 6.1 **Applications to the Kaiapoi-Tuahiwi Community Board's 2023/24 Discretionary Grant Fund – Kay Rabe (Governance Advisor)**

K Rabe spoke to the report and highlighted the softball club were seeking funding to start a new competition to be held in Kaiapoi.

Moved: J Watson

Seconded: A Blackie

**THAT** the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** report No. 240604089138.

(b) **Approves** a grant of \$750 to the Kaiapoi Softball Club towards hosting the Kaiapoi Classic Softball Tournament.

**CARRIED**

A Blackie stated they were a good Club and the event would be good for the town.

N Atkinson noted they were a proactive Club who had done amazing things since moving to Norman Kirk Park.

## 7 **CORRESPONDENCE**

### 7.1 **Letter from the Kaiapoi District Historical Society**

### 7.2 **Memo regarding The Oaks and Courtenay Esplanade Linkage Project**

Moved: J Watson

Seconded: N Atkinson

**THAT** the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** the letter from the Kaiapoi Historical Society (Trim: 240523083615).

(b) **Receives** the memo regarding the Oaks and Courtenay Esplanade Linkage Project. (Trim: 240607092534).

**CARRIED**

## 8 **CHAIRPERSON'S REPORT**

### 8.1 **Chairperson's Report for May 2024**

Attended working bee at Honda Forest.

Jedd Peirce was wanting to install planters outside the Chorus building.

All Together Kaiapoi was given money at its closure from the Groups who had taken over the community events. The money would be used for an art project on the riverbank.

Moved: J Watson

Seconded: A Blackie

**THAT** the Kaiapoi-Tuahiwi Community Board:

(a) **Receives** the verbal report from the Kaiapoi-Tuahiwi Community Board Chairperson.

**CARRIED**

## **9 MATTERS REFERRED FOR INFORMATION**

- 9.1 Rangiora-Ashley Community Board Meeting Minutes 8 May 2024.
- 9.2 Oxford-Ohoka Community Board Meeting Minutes 8 May 2024.
- 9.3 Woodend-Sefton Community Board Meeting Minutes 13 May 2024.
- 9.4 Northern Pegasus Bay Bylaw 2024 – Draft for Consultation – Report to Council Meeting 7 May 2024 – Circulates to all Boards.
- 9.5 Health, Safety and Wellbeing Report April 2024 – Report to Council Meeting 7 May 2024 – Circulates to all Boards.
- 9.6 Roading Staff Submission May 2024 – Request for Changes to the Rooding Capital Works Budget – Report to Council Meeting 21 May 2024 – Circulates to all Boards.
- 9.7 Roading Staff Submission May 2024 – Proposed Adjustments to Walking and Cycling Budgets – Report to Council Meeting 21 May 2024 – Circulates to all Boards.
- 9.8 Solid Waste – Utilities and Rooding Department Staff Submission to the Draft 2024-34 Long Term Plan – Circulates to all Boards.
- 9.9 Water Supply – Utilities and Rooding Department Staff Submission to the Draft 2024-34 Long Term Plan – Report to Council Meeting 21 May 2024 – Circulates to all Boards.
- 9.10 Drainage Staff Submission to Long Term Plan 2024-2034 – Report to Council Meeting 21 May 2024 – Circulates to all Boards.
- 9.11 Wastewater – Utilities and Rooding Department Staff Submission to the Draft 2024/34 Long Term Plan – Report to Council Meeting 21 May 2024 – Circulates to all Boards.
- 9.12 Housing for the Elderly – Proposed new Housing Development – Report to Council Meeting 21 May 2024 – Circulates to all Boards.
- 9.13 Zone Implementation Programme Addendum (ZIPA) Capital Works Programme 2024/25 – Report to Utilities and Rooding Committee 28 May 2024 – Circulates to all Boards.
- 9.14 Decision for Unused Water Take Consents – Report to Utilities and Rooding Committee 28 May 2024 – Circulates to all Boards.
- 9.15 July 2023 Flood Recovery Progress Update – Report to Utilities and Rooding Committee 28 May 2024 – Circulates to all Boards.
- 9.16 Kaiapoi Community Hub – Reallocation of Budget – Report to Community and Recreation Committee 28 May 2024 – Circulates to all Boards.
- 9.17 Aquatics May Report – Report to Community and Recreation Committee 28 May 2024 – Circulates to all Boards.
- 9.18 Libraries Update to 16 May 2024 – Report to Community and Recreation Committee 28 May 2024 – Circulates to all Boards.

Moved: A Blackie

Seconded: S Stewart

**THAT** the Kaiapoi-Tuahiwi Community Board

(a) Receives the information in Items.9.1 to 9.18.

**CARRIED**

## 10 **MEMBERS' INFORMATION EXCHANGE**

### **R Keetley**

- Kaiapoi District Historical Society Annual General Meeting – was good representation from the Board. Discussed the organisation being in good health and future opportunities. Increasing patronage was putting a strain on opening hours.

### **S Stewart**

- Kaiapoi District Historical Society Annual General Meeting
- Kaiapoi Promotions Association – focusing on what events they would promote.
- Greypower – asked for an update on the Rangiora Health Hub.
- Ohoka-Mandeville Drainage Advisory Group meeting – Doug Nicholl had stepped down as Chair and Tom McBrearty was the new Chair.
- Northern Pegasus Bay Bylaw Review drop-in session. Disappointed in the treatment of Council staff and Ashley/Rakahuri River Care Group.

### **Brent Cairns**

- Attended Kaiapoi Promotions monthly meeting. Had plans to run a number of new smaller events in Kaiapoi, some involving local businesses. They were considering alternate locations for the Christmas Carnival due to issues with the land.
- Met with Nigel Cook who ran music event in and around Kaiapoi each month most of which sold out.
- “Cactus” Kaiapoi High School Leadership program had started after several years in hiatus.
- Two Matariki Events would be held on 28 June 2024.

Kaiapoi Food Forest would run an event from 11am to 3pm with hangi at 2pm.

Kaiapoi Events would run an event from 26 to 28 June with a light walk on Corcoran Reserve culminating with fireworks and event at Norman Kirk Park. Parking restrictions in the area and parking in Regeneration areas would be monitored by NZRT12.

- Attended local event to watch the My Kitchen Rules programme. The show featured Kaiapoi and the district in a positive light.
- Reviewing town centre flags as they would need to be replaced in approximately one year. Were reviewing the locations and investigating how local designers could be involved and if there were flags for different holidays.
- Local restaurant Armadillos had closed and Suburban 412 opened. They would be doing the catering for the local golf club along with a several other locations throughout the South Island.
- Virtual Work and Income New Zealand (WINZ) trial had been set up in Hurunui, allowing clients from Culverden and Cheviot to have meetings with WINZ via Teams. The trial could be extended and could be of value to those clients that were unable to visit the Rangiora office.

WINZ staff had been told to be tougher with sanctioning clients i.e. for sabotaging interviews which could result in 50% reduction in benefits and on third strike could result in 13 week cancellation of benefit. When children were involved that was considered.

WINZ had been told when fixed contracts ended they would not be renewed and people leaving would not be replaced.

Government had told WINZ to get people out of emergency housing in Canterbury. There were currently 266 people/families in emergency housing.

- Some immigrant families were having issues with lack of support for those looking after family at home, additional costs they had to pay i.e. education, rentals being substandard, and some were having to crowd people into one rental and language issues.

Citizens Advice Bureau had 314 visits in March and 319 in April. Their recent op Shop fashion show raised \$4,600 for the group.

Their English language classes were in demand with many people attending with nil English.

- Met with Lions group who were wanting to provide a considerable amount of land in Woodend to grow food for the community. Connected with Food Secure North Canterbury and they in turn were looking at raising funds for seeds.
- Met with the Community Development Team to discuss their presentation to the June All Boards Session that would involve North Canterbury neighbourhood Support.
- A number of complaints regarding the community funded cameras were received and may require Council Communications Team to send out a consistent message as to the cameras purpose and who could view the footage. Pegasus had 36 donations totalling over \$11,000. Sovereign Palms had completed fund raising and were winding up its activity.
- Attended the Waimakariri Access Group meeting. Issues raised included mobility parking time limits, issues for some at Dudley Pools regarding changing, Bocca Court markings at Mainpower Stadium. Most issues had been dealt by staff.
- Attended Food Secure North Canterbury meeting. The group are looking at funding for edible trees and plants to help communities create pocket forests. A number of groups were willing to help in Rangiora and Oxford especially.
- Kaiapoi Farmers Market were sharing their surplus funds with the Kaiapoi Food Forest and Kaiapoi MenzShed to go towards building both groups' buildings.
- NZMCA Kaiapoi park was doing well with strong visitor numbers. Selwyn Council had taken advantage of the NZCMA Show at Wolfbrook Arena in Christchurch by giving away carry bags with promotional material.
- A national company were visiting the Kaiapoi Food Forest to plant and volunteer with the group donating a large number of plants.
- The Kaiapoi Food Forest Annual General Meeting – had education shelter priced and could now start applying for funding.
- Attended the Kaiapoi and Rangiora Museum Annual General Meetings. Both were well attended with wide community support shown for both museums. Kaiapoi were still having challenges with access to the mezzanine and staff were reviewing how storage could be expanded at ground level.
- Around 33 people were living in their cars in Kaiapoi. One person was helped into Waimakariri District Council housing as they fit the criteria and was given furniture and amenities.
- Kaiapoi Promotions Association – hosting an event on 30 June at the Kaiapoi RSA, 'Welcome to Kaiapoi'.

- Waimakariri Access Group –Local residents were being sent home from the emergency room at 2am, Rangiora residents received a taxi whereas Kaiapoi residents did not. An access lift at Dudley Aquatic Centre.
- Attended Honda Forest and Silverstream planting events.

### **Philip Redmond**

- Property Portfolio working Group visit to Otautahi Community Housing trust.
- Art on the Quay – Ruataniwha exhibition opening.
- Long Term Plan Hearings in Kaiapoi, Oxford and Rangiora.
- Coastguard North Canterbury – dedication Blackwell fast water rescue boat and four-wheel drive command unit. First in New Zealand.
- Long Term plan Deliberations. Minor changes to reflect submissions. Theme was affordability.
- Waimakariri Health Advisory Group were looking for an Independent Chair.
- Representation Review Working Party – there had been a problem with the census data. Recommend that nothing proceed as the data provided was no accurate.

### **T Bartle**

- Representation Review Working Party – if were to continue would have to use 2018 Census data.
- Waimakariri Health Advisory Group meeting. Was many alcohol related issues in the district.
- North Canterbury Neighbourhood Support meeting – Held in Hurunui District Council office.
- Local Government round table on sovereign citizens.

### **A Blackie**

- Silverstream planting – around 30 people in attendance.
- Honda Forest planting – Manager attended from Auckland. Had provided 750,000 trees for the entire project.

### **N Atkinson**

- District Plan Review – rural subdivisions.

## **11 CONSULTATION PROJECTS**

### **11.1 Northern Pegasus Bay Bylaw 2024**

<https://letstalk.waimakariri.govt.nz/northern-pegasus-bay-bylaw-2024>

Consultation closes Sunday 23 June 2024.

## **12 BOARD FUNDING UPDATE**

### **12.1 Board Discretionary Grant**

Balance as at 31 May 2024: \$726.73.

### **12.2 General Landscaping Budget**

Balance as at 31 May 2024: \$26,790.

13 **MEDIA ITEMS**

14 **QUESTIONS UNDER STANDING ORDERS**

15 **URGENT GENERAL BUSINESS UNDER STANDING ORDERS**

**NEXT MEETING**

The next meeting of the Kaiapoi-Tuahiwi Community Board will be held at the Ruataniwha Kaiapoi Civic Centre on Monday 15 July 2024 at 4pm.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 5.12PM.

**CONFIRMED**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

**Workshop (5.12pm to 6.10pm)**

- *Restoration of 46 Main North Road – Bex Dollery (Ecologist – Biodiversity) – 20 minutes.*
- *Waimakariri Parking Plan Project – Heike Downie (Senior Advisor – Strategy and Programme) and Shane Binder (Senior Transportation Engineer) – 20 minutes.*
- *Boat Trailer Parking – Chris Brown (General Manager Community and Recreation) – 10 minutes.*
- *Northern Pegasus Bay Bylaw Review – Sylvia Docherty (Senior Policy Analyst) and Mike Kwant (Greenspace Community Projects Officer) – 10 minutes*
- *Members Forum*
  - *Nominations for Community Service Awards – 10 minutes.*



**NOTES OF A WORKSHOP OF THE KAIAPOI-TUAHIWI COMMUNITY BOARD HELD IN THE KAIKANUI ROOM, RUATANIWHA KAIAPOI CIVIC CENTRE, ON MONDAY 17 JUNE 2024 AT 5.12PM.**

**PRESENT**

J Watson (Chairperson), S Stewart (Deputy Chairperson), N Atkinson, A Blackie, T Bartle, and R Keetley.

**IN ATTENDANCE**

B Cairns and P Redmond (Kaiapoi-Woodend Ward Councillors).

C Brown (General Manager Community and Recreation), B Dollery (Ecologist- Biodiversity), H Downie (Senior Advisor – Strategy and Programme), S Binder (Senior Transport Engineer), M Kwant (Greenspace Community Projects Officer), S Docherty (Senior Policy Analyst), K Rabe (Governance Advisor), and A Connor (Governance Support Officer).

**APOLOGIES**

Moved: J Watson

Seconded: T Bartle

**THAT** an apology for absence be received and sustained from T Blair.

**CARRIED**

**1. RESTORATION OF 46 MAIN NORTH ROAD – B Dollery (Ecologist- Biodiversity).**

Key points:

- Soils were poorly drained making the site wet and marshy.
- Not many native plants were found when investigated and the site was mostly covered in willows.
- Opportunities in the area:
  - Provide more public greenspace and recreation space.
  - Practice Whanaungatanga: iwi communities, key stakeholders – design, planting days, funding opportunities.
  - Enhance, protect and maintain the biodiversity of the area.
  - Enhance cultural opportunities within the district.
  - Become a nature-based solution sequestering carbon and offering ecosystem benefits.
- High level concept plan:
  - Roadside plantings to assist with bank stabilisation.
  - Boardwalks/raised pathways to protect the wetland.
  - Car park adjacent to Neeves Road in higher area.
  - Grassed picnic area adjacent to car park.
- Next steps:
  - Work with Environment Canterbury regarding consent obligations.
  - Ensure all ecological surveys had been undertaken.
  - Work with drainage staff to ensure the reserve was workable from a grey infrastructure perspective.
  - Develop a detailed restoration plan with timings and costings.
  - Consult with local community and businesses.

Questions/Issues:

- *What was the effect of Mt Clements on the drainage and wetland as they had a court order for it to be removed?*  
Staff would have to investigate further.
- *Was there budget in the Long Term plan for this area?*  
The area was raised under the Arohatia te Awa scheme which had budget for enhancing wetland areas.

- *Concerns regarding the safety of turning in and out of Neeves Road.*  
Concept plan was very high level at the moment, changes could still occur.
- *Investigate continuing planting along the roadside.*
- *How did this link into the Boards General Landscaping Budget?*  
The use of the General Landscaping Budget was up to the Board. This project could happen regardless of the entrance sign.
- *Stream was currently maintained by a digger and therefore access would need to be retained to clear the stream.*
- *Look at coming off Doubledays Road for the carpark.*  
Would discuss with the Roding department.

**2. WAIMAKARIRI PARKING PLAN PROJECT** – H Downie (Senior Advisor – Strategy and Programme) and S Binder (Senior Transport Engineer).

Key points:

- Key mandate had come out of the Integrated Transport Strategy.
- Had some funding through Better off Funding to develop the plan this year.
- Possible tools to consider included managing demand, reducing demand, adding supply and the impact on wider towns transport network.
- Project approach:
  - Phase One: project planning and information gathering.
  - Phase Two: Scenarios and Options Development.
  - Phase Three: Plan Confirmation.
  - Phase Four: Implementation plan development.

Questions/Issues:

- *Trusselot park had P120 which received many complaints.*
- *Park and Ride was not well utilised.*

**3. BOAT TRAILER PARKING** – C Brown (General Manager Community and Recreation).

Key points:

- Intended to do wider consultation on boat trailer parking and consultation for extension of lease for the scow.
- Feedback received recently showed the Board would not be supportive of upgrading the boat trailer parking in the short to medium term. If that was accurate consultation should be conducted regarding only the lease of the scow.

Questions/Issues:

- *Would the greywater still be upgraded?*  
A solution would have to be found regardless of what happened.
- *Had there been any desire from the public for boat trailer parking?*  
Had not sought feedback from the wider community yet, however there had been no identified demand. Money had been allocated for boat trailer parking and could be repurposed however it would be the Council's decision.
- *Would five years be enough time for the scow's work to be completed?*  
License to occupy was for five years which would hopefully mean the boat would be in the water by end of the five years.

- *What length of license could the Board grant?*  
The Board had granted a temporary license to occupy on the basis that community consultation was completed.

#### 4. MEMBERS FORUM

##### Community Service Awards

- Nominations made for two local people to be awarded an award.

##### Pegasus Bay Bylaw 2024

- The Board support all amendments to the Bylaw.

THERE BEING NO FURTHER BUSINESS THE WORKSHOP CONCLUDED AT 6.10PM.

**WAIMAKARIRI DISTRICT COUNCIL**

**REPORT FOR DECISION**

**FILE NO and TRIM NO:** RGN -05-24/ 240513076330

**REPORT TO:** KAIAPOI TUAHIWI COMMUNITY BOARD

**DATE OF MEETING:** 15 July 2024

**AUTHOR(S):** Isibea Clark – Project Manager Community and Recreation

**SUBJECT:** Ground Lease Kaiapoi Menz Shed

**ENDORSED BY:**  
(for Reports to Council,  
Committees or Boards)

  
General Manager

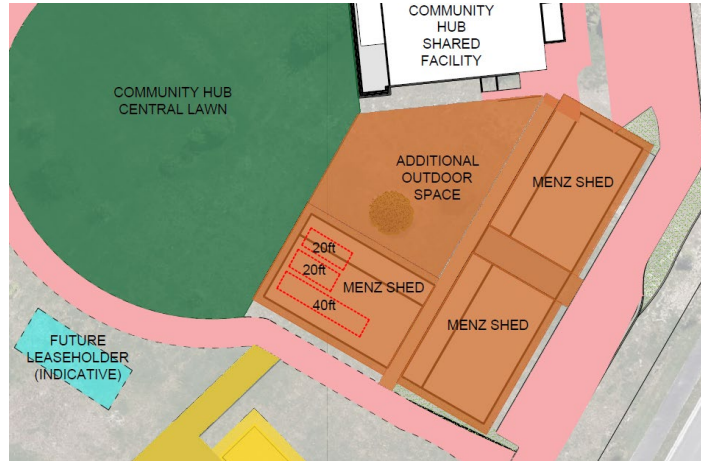
  
Chief Executive

**1. SUMMARY**

1.1 The purpose of this report is to seek two decisions from the Kaiapoi Tuahiwi Community Board in relation to use of the Kaiapoi Community Hub site located in the Kaiapoi South Regeneration Area at 38 Charters Street, Kaiapoi.

**Site plan:**



**Indicative container locations:**

- 1.2 The decisions sought are for the approval of the ground lease for Kaiapoi Menz Shed and approval for three temporary containers on site for a period of two years at the Kaiapoi Community Hub. During this period of time the Menz Shed anticipate that they would have built their permanent buildings and therefore the containers will be removed off site which is why these are temporary.
- 1.3 This lease is in alignment with the original Concept Plan and the Resource Consent for this site. The concept plan was consulted on in November 2021.
- 1.4 Staff have engaged with the Menz Shed regarding the terms and conditions of the draft lease and have worked with them to answer questions. The group is happy to progress with the draft lease subject to independent legal advice.
- 1.5 The proposed lease agreement is for a term of 30 years for an annual rent of \$1. This is the maximum lease length available under the new site's current land classification.

Attachments:

- i. Draft Lease Kaiapoi Menz Shed, Kaiapoi Community Hub (240606090930)
- ii. Proposed concept design for Kaiapoi Menz Shed (240508073324)
- iii. Kaiapoi Hub Master Plan – June 2024 (240208017881)

**2. RECOMMENDATION**

**THAT** the Kaiapoi Tuahiwi Community Board:

- (a) **Receives** Report No. 240513076330.
- (b) **Approves** the awarding of a ground lease to Kaiapoi Menz Shed at the Kaiapoi Community Hub located at 38 Charters Street for a term of 30 years.
- (c) **Approves** delegated authority to the General Manager of Community and Recreation to finalise lease negotiations with the Kaiapoi Menz Shed.
- (d) **Notes** the storage containers must comply with the design guidelines and are temporary for a maximum period of 24 months.
- (e) **Notes** staff will issue the Menz Shed with an advisory reminder that the containers must be removed or replaced with a permanent solution after 18 months of being on site.

- (f) **Approves** two 20-foot containers and one 40-foot container to be placed temporarily at the Kaiapoi Community Hub for storage purposes for a period of up to two years. Staff will notify the board when this period begins as will only start once building commences.
- (g) **Notes** the lease fee will only be paid if requested (\$1.00 per annum) to fall in line with other community lease agreements, as determined by Council.
- (h) **Notes** that there are slight differences between the lease agreement between the Kaiapoi Menz Shed and the other confirmed leases on the site. This is due to the feedback received from groups as well as the different activities they carry out. However, general conditions are the same.
- (i) **Notes** that consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021. The location of the proposed buildings on this site is in line with this consultation.
- (j) **Notes** that costs associated with the development of the leased area will lie with individual group and the Lessee must ensure that works comply with the site Design Guidelines attached to this report.
- (k) **Notes** that any lease would be subject to a two-year period to start their build to enable the Group to raise the funds it needs for the project.

### 3. **BACKGROUND**

- 3.1. The Kaiapoi Community Hub is located in the Kaiapoi South Regeneration Area at 38 Charters Street. This site is to the west of Courtenay Drive and south of Charters Street. The Kaiapoi Community Hub concept was established to provide land to not-for-profit organisations looking to build facilities that enable them to operate and conduct their activities. The co-location of community groups in one location encourages partnerships and collaboration amongst the groups as well as operational efficiencies.
- 3.2. Community consultation was undertaken during 2021 and resource consent was granted for the development of the site. Staff and stakeholders developed the master plan for the site over several months (240208017881).
- 3.3. A ground lease was approved for Kaiapoi Croquet Club in July 2023 at the Kaiapoi Community Hub Site. Construction of the croquet lawns is near completion, and the Croquet Club are working closely with staff planning their move to the new site.
- 3.4. A ground lease was approved for Satisfy Food Rescue and Youth Development Opportunities Trust (YDOT) in February 2024 with YDOT's lease now being executed and staff are working with Satisfy Food Rescue to have their lease executed in due course.
- 3.5. Staff have been working closely with the Kaiapoi Menz Shed to co-locate at the community hub in Kaiapoi. This group is currently located on the Sutton Tools site, which is unsuitable (in the long-term), and they require space to continue to operate. There are positive benefits in having the group co-locate at the proposed hub in Kaiapoi for the group and the wider community.
- 3.6. The Kaiapoi Community Hub provides space for a range of uses to co-locate and collaborate for recreation and leisure activities, arts and hobby activities, and social and cultural activities. The Hub provides a place that is open and accessible to the community and provides services and activities the community wants and needs, for the purposes of enhancing physical, mental, social and cultural wellbeing.

- 3.7. At the time of the project initiation, it was agreed that a Community Hub Trust model would be in place with all groups as members. The Trust was established to generate more funding opportunities for the building of their facilities, encourage the sharing of resources, and to play an ongoing role in the activation of the site and facilities to the Kaiapoi Community. It was also proposed under this model that the Trust would also own and maintain the buildings on site. The Croquet Club was initially interested in being part of the Trust but in early 2022 indicated that this was no longer their preference, and a decision was made to remain outside the Trust. YDOT also indicated that they wanted to be located at the hub site but not be part of the Trust. The main reason given for this position was the desire of the groups to own their own facilities. In 2023 it was agreed to place the Trust on hold which would allow the groups to progress with their planning and this will be revisited at a later date. In the absence of an overarching trust the lease agreements include 5 key values to ensure groups that co - locate at the site still enter into the ethos of the hub and ensure the benefits of colocation. These Values have been crafted in consultation with the groups currently seeking ground leases.
1. Connection: The Kaiapoi Community Hub is a place that is welcoming - encouraging rich diverse community connection and collaboration.
  2. Resourcefulness: The Kaiapoi Community Hub operates in a manner that embraces sustainability and encourages growth for the future of our community.
  3. Accessibility: The Kaiapoi Community Hub is accessible to everyone as a collective, community-focused resource.
  4. Service: The Kaiapoi Community Hub serves the community by providing a space for participation, education and knowledge sharing.
  5. Impact: The Kaiapoi Community Hub is a thriving space that makes an immediate and lasting impact in the community.
- 3.8. The building design guidelines were approved in February for this site and were developed in order to create a sense of connectivity and harmony within the Kaiapoi Community Hub while ensuring the presentation and quality of the buildings is maintained. The purpose of the design guidelines is to inform the final designs of the proposed buildings and will be utilised to inform future building concepts and designs on the site.
- 3.9. It was also approved to make the Community Hub Central Lawn available for bookings and that lessees will be entitled to apply to book the Community Hub Central Lawn free of charge for non-commercial community-based events. If lessee's book to use the Community Hub Central Lawn, they will have obligations under the booking terms and conditions imposed by Council not to damage and/or to repair any damage which it causes to the Community Hub Central Lawn. In line with the Community Facilities Fees and Charges Policy a Community Event is defined as an event which primary purpose is to provide an educational, social, or economic community benefit that is able to be demonstrated.
- 3.10. The lease term over the new site for the group has been set at 30 years, as this gives the group as much confidence as possible, the lease indicates that Council may consider a future term. It is not possible to indicate a right of renewal in the agreement without then creating a lease beyond the maximum term. The risk of the land use changing in the future is very low, this is the most security we are able to offer groups at this time.
- 3.11. The Menz Shed have begun fundraising towards their build. They will continue to fundraise through grants, sponsorship, and other fundraising initiatives with the support of the Councils Community Team however due to the current funding environment the Menz Shed are looking at a staged building approach.

- 3.12. The Menz Shed are proposing that they install three temporary storage containers at the Kaiapoi Community Hub and build one shed only as stage one (their assembly and turning area). Once more funds are raised, they will be in a position to build their second shed (paint shop and metal workshop). As each stage is completed a storage container will be removed from site. Stage three will involve the completion of the third shed and all storage containers will be removed from site. The containers will be placed within their leased area footprint side by side, and this will be at their cost.
- 3.13. Staff have worked with an architectural company around how the proposed containers would be able to be placed on the site in keeping with the intent of the visual aesthetic for the site. The Menz Shed propose that the containers are painted in the colour palette within the design guidelines and are covered in a screening material. Staff have worked with the Building unit to ensure this would remain compliant and no consents would be required given their temporary nature and that they would only be used for storage purposes.

Indicative screening applied to the outside of the container.



- 3.15. To ensure that the containers remain as temporary, there are lease conditions within the lease which are as follows:
- a) The Containers comply with the Design Guidelines
  - b) The Lessee complies with all health and safety legislation, regulations and bylaws in relation to the placing and keeping of the Containers on the Leased Area;
  - c) The Lessee shall remove the Containers from the Leased Area immediately upon the expiry of the period of 24 months from the Commencement Date (unless Council gives its written approval to a longer period);
  - d) The Lessee shall immediately remove the Containers from the Leased Area upon receiving notice in writing from Council at any time that the Lessee is required to do so for health and safety reasons; and
  - e) Following removal of the Containers, the Lessee must make good any damage caused by their removal, leaving the Leased Area in a clean and tidy condition to the satisfaction of Council and in compliance with the requirements of any relevant authorities.



- 3.16. Due to the number of buildings on the site it is the Council's intention to provide services for wastewater and water beyond the site boundary. This is in the process of being prepared to be tendered.

### **Kaiapoi Menz Shed**

- 3.17. Menz Shed for community engagement based around personal and group woodwork and metal work projects.
- 3.18. Staff engaged with solicitors Corcoran French to create a draft lease agreement for Kaiapoi Menz Shed, including suitable terms and conditions. This Draft Deed of Lease for the group is included as an attachment to this report ('draft lease'). The draft lease terms were reviewed by WDC staff and have been sent to Kaiapoi Menz Shed who have resolved to accept the terms of the draft Deed of Lease. There are slight differences between this lease agreement and the other confirmed leases due to the different operations of these groups. However, general conditions are the same. Permitted use for each group is outlined below:

3.19. **Lease Conditions:**

All leases will be responsible for the paying of rates, rubbish collection, fire and emergency charges, water and electricity charges.

If the Lease is not renewed, expires, or is terminated, Council will have the right to elect, one of the following options:

**Option 1:** require the Lessee to remove the Lessee's Improvements, Buildings and Structures from the Leased Area.

**Option 2:** require the Lessee to sell the Lessee's Improvements, Buildings and Structures to a third party approved by Council and such sale to be on such terms and conditions as are satisfactory to Council. If Council elects this option, it shall enter into a lease with the approved third party (in the form reasonably required by Council) and the obligations of the Lessee under this Lease shall be at an end from the date of expiry or termination of this Lease; or

**Option 3:** the Lessee's Improvements, Buildings and Structures will immediately and absolutely transfer to Council's ownership free from any payment or compensation to the Lessee whatsoever (excluding any of the Lessee's Improvements or other chattels which the Lessee proves to the reasonable satisfaction of Council are owned by third parties),

provided that if Council and the Lessee cannot agree on an option within three (3) months of the date of commencement of consultation by Council with the Lessee then Option 1 shall apply by default.

This lease will be subject to a two-year period to commence their build to enable the Group to raise the funds for the project.

Groups may with the Council's written consent:

- a) Assign the Lessee's interest in this Lease; or
- b) Sublease all or part of the Premises.

#### 4. **ISSUES AND OPTIONS**

4.1. Option 1: Approves recommendations contained in this report – this is the recommended option.

- Funding – Approving of the lease will allow the Kaiapoi Menz Shed to access funding opportunities towards their build. A ground lease is required from funders in order to ensure security before funding is approved.
- Construction Planning – Approving of the lease will allow the group to carry on with the planning of the construction, which will allow them to apply for consents required.
- Benefits of co-location and hubbing – The hubbing of facilities together is an efficient way for Council to provide infrastructure such as car parks and services. A number of these services are already complete at the site. The approval of the lease in this report will enable the development and activation of the Kaiapoi Community Hub to progress. The co-locating of facilities encourages the sharing of resources and creation of partnerships between community groups making them more sustainable.

4.2. Option 2: Decline the recommendations contained in this report.

- Funding implications – Declining or delaying the lease agreement would cause a detrimental effect on the goodwill and support of major funders who have championed the project to date. Deadlines for funders such as lotteries would also be missed which would cause further delay the fundraising efforts.
- Cost escalations for building costs – Declining of the lease will cause construction delays for this group which may result in cost escalations which will affect the budget they have available as well as the stakeholder relationships and engagement process.
- Implications for this group based on the risks associated at their current site Sutton Tools - If the lease is not awarded, the need for a new location does not abate. Kaiapoi Menz Shed will still need a site from which to operate in the short to medium term due to their current site at Sutton Tools no longer being available.

4.3. The Management Team has reviewed this report and support the recommendations.

#### 5. **COMMUNITY VIEWS**

##### 5.1. **Mana whenua**

Te Ngāi Tūāhuriri hapū are not likely to be affected by or have an interest in the subject matter of this report. Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021, the locating of these facilities at this site and in these locations is in line with this consultation.

##### 5.2. **Groups and Organisations**

There are groups and organisations likely to be affected by or to have an interest in the subject matter of this report. These include:

- Kaiapoi Community Hub Trust.
- Kaiapoi Croquet Club.
- Kaiapoi Menz Shed.
- Satisfy Food Rescue.
- Youth Development and Opportunities Trust.

Greenspace have been engaging with these groups and will continue to engage with these parties as part of this ongoing development.

### 5.3. **Wider Community**

The wider community is likely to be affected by, or to have an interest in the subject matter of this report.

Consultation regarding the master plan for the Community Hub was undertaken with the community in late 2021, the locating of Kaiapoi Menz Shed, Satisfy Food Rescue and additional community groups in the future at this site in line with this consultation.

On approval of the lease before any work is undertaken, information will be sent to the local Community via a start work notice.

## 6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

### 6.1. **Financial Implications**

There are not financial implications of the decisions sought by this report. Annual rent will be set for this lease at \$1 per annum, this is in line with other community group ground leases. The true cost to the Council has not been assessed, as it would require a market valuation not currently held by the Property Team. Engaging a Commercial Real Estate agent would be necessary to determine this valuation.

Professional services required to draft the lease are covered through the Kaiapoi Community Hub Project budget as is the services being installed on site.

There are noted exclusions within the lease that means the groups would be responsible for both payment of rates and any services (such as power) would be user pays. There will be separate power meters installed and rates will be apportioned for this property as will all be under one title.

Site fencing will be installed around the perimeter and landscaping will be completed on the site; this has been included in the overall project cost. Leasees will be responsible for landscaping within their leased area.

### 6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report do not have major sustainability and climate change impacts.

However, by co-locating community groups together reduces the need for the duplication of supporting infrastructure such as car parks and services, in addition, this also encourages the sharing of buildings and spaces further reducing the need for built infrastructure.

### 6.3. **Risk Management**

Delays in the awarding of the ground lease could hold up funding and in turn, delay the construction of the building. Construction delays may result in cost escalations as well as have a negative impact on the momentum of the project at a critical time, affecting stakeholder relationships and engagement.

Should the awarding of the lease not go ahead there would likely be negative implications for this group. The group will still need to find an alternative site to operate from and given that private purchase or lease is likely to be unaffordable, Council land may be the only viable option.

Should there be a change in circumstance, or the group not be in a position to commence building within the 2-year period or not be in a position to remove their containers. Greenspace staff will work with the Kaiapoi Menz Shed on possible options and report back to the Board as appropriate.

Major changes to the draft lease would incur further costs associated with legal fees and engagement with the Menz Shed as well as increasing the risks associated with delays as noted above.

During the 2021 consultation, the community expressed clear opposition to low-quality and aesthetically poor buildings on the Hub. We understand that there may be concerns about the introduction of containers. However, we have mitigated this by engaging an architect to ensure that the containers comply with the design guidelines and are covered in screening materials to enhance their appearance.

Additionally, there is a risk that, despite the lease conditions, removing the containers from the site could become challenging. To mitigate this, we will engage the Kaiapoi Menz Shed well before the 24-month period ends to initiate the conversation as early as possible.

#### 6.4. **Health and Safety**

There are health and safety risks arising from the adoption/implementation of the recommendations in this report. Should the group proceed with the build, all relevant health and safety elements will be considered as the design for the site progresses and staff will review documentation before the builds proceed. Relevant health and safety elements will be the responsibility of the lessee.

## 7. **CONTEXT**

### 7.1. **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

### 7.2. **Authorising Legislation**

Local Government Act

### 7.3. **Consistency with Community Outcomes**

The Council's community outcomes are relevant to the actions arising from recommendations in this report.

- Public spaces are diverse, respond to changing demographics and meet local needs for leisure and recreation.
- Our community groups are sustainable and able to get the support they need to succeed.
- Our community has access to the knowledge and skills needed to participate fully in society and to exercise choice about how to live their lives.
- There is an environment that supports creativity and innovation for all.
- Local arts, culture and heritage are able to make a growing contribution to the community and economy.
- Enterprises are supported and enabled to succeed.
- There are sufficient skills and education opportunities available to support the economy.
- People are supported to participate in improving the health and sustainability of our environment.

### 7.4. **Authorising Delegations**

The Kaiapoi Tuahiwi Community Board have the delegation to approve the recommendations contained within this report.

**WAIMAKARIRI DISTRICT COUNCIL  
("Council")**

**and**

**MENZ SHED OF KAIAPOI TRUST  
(CHARITIES SERVICES No CC49478)  
("Lessee")**

**DEED OF LEASE  
MENZ SHED  
COURTENAY DRIVE,  
KAIAPOI**



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Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**PARTIES**

1. **WAIMAKARIRI DISTRICT COUNCIL (“Council”)**
2. **MENZ SHED OF KAIAPOI TRUST (CHARITIES SERVICES No CC49478) (“Lessee”)**

**BACKGROUND**

- A Council is the registered owner of the property located at Courtney Drive, Kaiapoi being the Land described in the Particulars of Lease.
- B Council wishes to grant to the Lessee a lease in respect of the Leased Area (including non-exclusive rights to use the Common Areas) and the Lessee wishes to take a lease of the Leased Area on the terms and conditions contained herein.

**PARTICULARS OF LEASE**

<b>Land</b>	The land situated at Courtenay Drive, Kaiapoi being Section 2 Survey Office Plan 523342 and Lot 1-2 Deposited Plan 305080 and Lot 195-199 Deposited Plan 82951 and Lot 158-160, 162-164, 167-182 Deposited Plan 80840 and Lot 111-135, 137 Deposited Plan 77440 and Lot 1-2 Deposited Plan 80993 contained in Record of Title 860271.
<b>Leased Area</b>	Means that part of the Land shown coloured orange on the Plan which comprises:  (1) a total building footprint of approximately 679 square metres in size upon which the Lessee’s Buildings will be situated; and  (2) a greenspace lawn in front of the Lessee’s Buildings of approximately 150 square metres in size (“ <b>Menz Shed Outdoor Space</b> ”).
<b>Common Areas</b>	Means the common areas on the Land shown coloured pink on the Plan.
<b>Term of Lease</b>	Thirty (30) years.
<b>Rights of Renewal</b>	Refer to clause 5 of Schedule A.
<b>Commencement Date</b>	
<b>Final Expiry Date</b>	
<b>Annual Rent</b>	\$1.00 plus GST per annum, payable annually in advance (if demanded).
<b>Rent Review Dates</b>	Not applicable (subject to clause 4.1).

<b>Permitted Use</b>	Menz Shed for community engagement based around personal and group woodwork and metal work projects.
<b>Minimum Public Risk Insurance</b>	Not less than \$1,000,000 (One million dollars)
<b>Default Interest Rate</b>	14% per annum
<b>Council's Address</b>	C/- The Chief Executive Officer Waimakariri District Council Private Bag 1005 RANGIORA 7440
<b>Lessee's Address</b>	C/- The Chairman Menz Shed of Kaiapoi Trust 75 Gray Crescent KAIAPOI 7630
<b>Lessee's contact email address</b>	<a href="mailto:menzshedkaiapoi@outlook.com">menzshedkaiapoi@outlook.com</a>
<b>Lessee's contact mobilephone number</b>	Current Chairman – John Forster – 027 421 7620 Current Secretary – William Titulaer – 027 337 2323
<b>Included Outgoings</b>	(1) Any costs in relation to cleaning, maintenance and repair charges for which Council is responsible under this Lease. (2) Council's management costs in relation to this Lease including preparation of invoices, routine inspections, and arranging repairs which are the responsibility of Council.
<b>Excluded Outgoings</b>	(3) Rates or levies payable to any local or territorial authority. (4) Rubbish collection and recycling charges. (5) Fire and Emergency New Zealand charges and the maintenance charges in respect of all fire detection and fire-fighting equipment. (6) Charges for water, gas, electricity, telecommunications and other utilities or services, including line charges. (7) Any insurance excess in respect of a claim. (8) Insurance premiums and related valuation fees (if any) (but the Lessee will be liable for payment of insurance premiums as required under clause 13).
<b>Additional Terms or Conditions</b>	(1) In addition to the Lessee's general maintenance obligations under clause 7 of Schedule A of this Lease the Lessee must at its cost maintain all Improvements in a good condition, including but not limited to the Lessee's Improvements. (2) The Lessee acknowledges that Council desires the Lessee and the Neighbouring Tenants to co-operate with each other and with



	<p>Council in order to increase community engagement with the Kaiapoi Community Hub Precinct and the Lessee agrees to act in good faith and to co-operate with Council and the Neighbouring Tenants to encourage community engagement in the Kaiapoi Community Hub Precinct.</p> <p>(3) Further to the Lessee's obligations under clause 10, the Lessee must ensure that the Lessee's Works comply with the Design Guidelines.</p> <p>(4) The Lessee must during the Term act in such a manner that complies with the spirit and intent of the Principles.</p> <p>(5) The Lessee is granted a non-exclusive licence right to use the Common Areas for purposes associated with its use of the Leased Area subject to the covenants, conditions, agreements and restrictions set out in the Schedules to this Lease.</p> <p>(6) The following provisions apply to booking use of the Community Hub Central Lawn:</p> <p>a) Council may make the Community Hub Central Lawn available for bookings.</p> <p>b) If Council does make the Community Hub Central Lawn available for bookings, the Lessee will be entitled to apply to book the Community Hub Central Lawn via Council's preferred method for bookings and such bookings shall be made on such terms and conditions and at such fees as Council requires at the time.</p> <p>c) Notwithstanding Additional Term (6)a), Council shall not charge the Lessee fees for booking the Community Hub Central Lawn for events which Council, acting reasonably, considers to be community based events for the benefit of the local community.</p> <p>d) The Lessee does not have priority rights to booking the Community Hub Central Lawn and must not interfere with the use of the Community Hub Central Lawn by Council or its invitees including but not limited to any person who books the Community Hub Central Lawn.</p> <p>e) The Lessee acknowledges that Council may at its discretion prevent booking of the Community Hub Central Lawn at any time on a long or short term basis, including where Council wishes to lease or otherwise deal with the Community Hub Central Lawn.</p> <p>f) If the Lessee is unable to determine whether or not the Community Hub Central Lawn is booked for use via Council's booking system, Council shall notify the Lessee of bookings.</p> <p>(7) The areas shown marked on the Plan attached as Schedule B to this Lease are approximate and indicative only and are subject to survey and may be varied by Council by notice to the Lessee, provided that Council may not vary the Leased Area so that any Building constructed by the Lessee in accordance with the terms of this</p>
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	<p>Lease and located in a position pegged by the Lessee and subsequently approved by Council in writing, is outside the boundaries of the revised Leased Area following variation by Council in accordance with this Additional Term (7).</p> <p>(8) Council will construct the Council Hub Services to serve the Kaiapoi Community Hub Precinct. Council will advise the Lessee in writing when installation of the Council Hub Services is completed.</p> <p>(9) The Lessee must on or prior to completion of any Building on the Leased Area connect the Lessee's Services to the Council Hub Services at the Connection Point and via a route approved by Council and have the water and electricity services separately metered.</p> <p>(10) The Lessee shall enjoy the rights and be subject to the obligations in relation to the Lessee's Services and Council Hub Services set out in Schedule E.</p> <p>(11) The Lessee acknowledges that the Menz Shed Outdoor Space shall be utilised for workspace and communal activities and the Lessee must at all times during the Term when the Menz Shed Outdoor Space is not in use keep it clear and free from obstructions. Further, the Lessee shall not permit, allow or suffer the parking of vehicles or the storage of any materials on the Menz Shed Outdoor Space at any time during the Term.</p> <p>(12) The parties acknowledge that the Lessee intends to place three shipping containers (being 1 x 20 foot and 2 x 40 foot in size) ("<b>Containers</b>") on the Leased Area for storage purposes. Council agrees to the placement of the Containers on the Leased Area on the basis that the Lessee shall ensure that:</p> <ol style="list-style-type: none"> <li>a) the Containers comply with the Design Guidelines;</li> <li>b) the Lessee complies with all health and safety legislation, regulations and bylaws in relation to the placing and keeping of the Containers on the Leased Area;</li> <li>c) the Lessee shall remove the Containers from the Leased Area immediately upon the expiry of the period of 24 months from the Commencement Date (unless Council gives its written approval to a longer period);</li> <li>d) the Lessee shall immediately remove the Containers from the Leased Area upon receiving notice in writing from Council at any time that the Lessee is required to do so for health and safety reasons; and</li> <li>e) following removal of the Containers, the Lessee must make good any damage caused by their removal, leaving the Leased Area in a clean and tidy condition to the satisfaction of Council and in compliance with the requirements of any relevant authorities.</li> </ol>
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**The Parties Agree**

**By this Deed of Lease** Council leases to the Lessee and the Lessee takes on lease the Leased Area specified in the Particulars of Lease (together with non-exclusive rights to use the Common Areas) commencing from the Commencement Date for the Term and at the Annual Rent specified in the Particulars of Lease and subject to the covenants, conditions, agreements and restrictions set out in Schedules A, B, C, D and E to this Lease **AND** Council and the Lessee acknowledge that all such Schedules form part of this Lease.

Executed as a deed:

**THE COMMON SEAL of  
WAIMAKARIRI DISTRICT COUNCIL  
was affixed in the presence of  
its Authorised Officers:**

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Name of Authorised Officer

\_\_\_\_\_  
Name of Authorised Officer

**SIGNED for and on behalf of )  
MENZ SHED OF KAIAPOI TRUST )  
(CHARITIES SERVICES No CC49478) )  
by: )**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

in the presence of:

**WITNESS:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Residential Address: \_\_\_\_\_

**SCHEDULE A**  
(Specific Terms)

**1. INTERPRETATION**

1.1. In this Lease unless the context indicates otherwise:

**“Annual Rent”** mean the annual rent specified in the Particulars of Lease subject to changes consequent on any right to review the annual rent or on the Lessee’s exercise of any right to renew this Lease;

**“Authority”** means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Leased Area or their use;

**“Building”** means the whole or part of any building and, where not repugnant to the context, includes any alterations or additions to any building;

**“Commencement Date”** means the commencement date specified in the Particulars of Lease;

**“Common Areas”** means the common areas described in the Particulars of Lease;

**“Community Hub Central Lawn”** means the lawn area shown coloured dark green on the Plan;

**“Connection Point”** means the point for connecting the Lessee’s Services to the Council Hub Services as nominated by Council;

**“Contemplated Works”** shall have the meaning given to that term in clause 10.8;

**“Council”** means Waimakariri District Council and includes Council’s assigns and Council’s employees, contractors and agents;

**“Council Hub Services”** means the electricity, water, drainage and sewerage services for the Kaiapoi Community Hub Precinct;

**“Default Interest Rate”** means the Default Interest Rate specified in the Particulars of Lease;

**“Design Guidelines”** means the design guidelines applicable to development of the Leased Area as attached at Schedule C to this Lease;

**“Excluded Outgoings”** means all costs relating to the Leased Area as specified in the Particulars of Lease but excluding the Included Outgoings;

**“Goods and Services Tax” and “GST”** means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;

**“HSW Act”** means the Health and Safety at Work Act 2015;

**“Improvements”** means Council’s or the Lessee’s property situated in, or on the Leased Area and includes without limitation the Lessee’s Improvements and all Buildings, Structures and all fixed equipment and plant (but excludes all equipment and plant that

is not fixed and any chattels);

**“Included Outgoings”** means only those rates, charges, levies, assessments, duties, impositions and fees from time to time payable to any Authority relating to the Leased Area and other costs relating to the Leased Area as specified in the Particulars of Lease as Included Outgoings;

**“Kaiapoi Community Hub Precinct”** means the area shown edged black on the Plan;

**“Land”** means the land described in the Particulars of Lease;

**“Lease”** means this Deed of Lease as amended or varied from time to time whether by operation of the terms of this Lease or otherwise;

**“Leased Area”** means the leased area described in the Particulars of Lease and includes any Improvements on the Leased Area owned by Council (if any) but excludes the Lessee’s Improvements;

**“Lessee”** includes the Lessee’s executors, administrators or successors and permitted assigns or sublessees or licensees of the Lessee and, where not repugnant to the context, the employees, contractors and agents of the Lessee;

**“Lessee’s Improvements”** means the Lessee’s property situated in, or on the Leased Area and includes all Buildings and Structures and all fixed equipment and plant owned or placed on the Leased Area by the Lessee (but excluding all equipment and plant that is not fixed and any chattels) and, where not repugnant to the context, includes any alterations or additions to any Buildings or Structures made by the Lessee. For the avoidance of doubt, all plant, machinery, fittings, furnishings and materials that are placed or installed on the Leased Area by the Lessee shall be the sole property of the Lessee;

**“Lessee’s Services”** means electricity, water, drainage and sewerage services from the Connection Point to the Leased Area;

**“Lessee’s Works”** shall have the meaning given to that term in clause 10.7;

**“Neighbouring Tenants”** means other tenants who occupy a site within the Kaiapoi Community Hub Precinct pursuant to the terms of a lease or licence or other agreement with Council;

**“Permitted Use”** means the permitted use as described in the Particulars of Lease;

**“Plan”** means the plan attached as Schedule B to this Lease;

**“Principles”** means the high level principles attached at Schedule D to this Lease;

**“Rent Review Dates”** means the rent review dates prescribed in the Particulars of Lease;

**“Services Area”** means the area used for the Council Hub Services and/or the Lessee Services (as applicable);

**“Services Facility”**:

- (a) for a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (b) for a right to convey electricity, or a right to convey telecommunications, means wires, cables (containing wire or other media conducting materials), ducts, surface boxes, towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (c) for a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;
- (d) for a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution;

which are part of the Council Hub Services or the Lessee's Services;

**"Structure"** means the whole or part of any structure and, where not repugnant to the context, includes any alterations or additions to any structure;

**"Term"** means the term of lease specified in the Particulars of Lease;

**"Working Day"** has the meaning given to it in the Property Law Act 2007; and

**"Works Start Date"** shall have the meaning given to that term in clause 10.9.

- 1.2. The terms "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act 2004.
- 1.3. Expressions defined in the main body of this Lease have the defined meaning in the whole of this Lease including the background and the schedules.
- 1.4. Section, clause and other headings are for ease of reference only and do not form any part of the context or affect this Lease's interpretation.
- 1.5. Where two or more persons are bound by a provision in this Lease, that provision will bind those persons jointly and each of them severally.
- 1.6. Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 1.7. References to parties are references to parties to this Lease and include each party's executors, administrators and successors.
- 1.8. References to persons include references to individuals, companies, partnerships, associations, trusts, government departments and local authorities in each case whether or not having separate legal personality.

- 1.9. Singular words include the plural and vice versa.
- 1.10. The terms specified in the schedules will be interpreted by reference to those schedules.
- 1.11. References to sections, clauses and the schedules are references to sections and clauses of and the schedules to this Lease.
- 1.12. References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

## **2. RENT**

- 2.1. The Lessee will pay the Annual Rent due under this Lease to Council (or as Council may in writing otherwise direct) (if demanded) and without any deduction or set-off howsoever. The parties acknowledge that the rent for the non-exclusive right to use the Common Areas shall be a nominal amount of \$0.10 per annum which is included in the Annual Rent.
- 2.2. The Annual Rent shall be paid annually in advance with a first instalment due on the Commencement Date.
- 2.3. The Annual Rent due under this Lease from time to time shall be paid by automatic bank authority or in such other manner as Council may from time to time direct.

## **3. OUTGOINGS AND PAYMENTS**

- 3.1. The Lessee has no liability for the Included Outgoings. Provision for the costs of such Included Outgoings is included in the Annual Rent.
- 3.2. The Lessee must on demand by Council pay the Excluded Outgoings without deduction or set-off. If any Excluded Outgoing is not separately assessed on or charged to the Leased Area, the Lessee must pay a fair and reasonable proportion of that Excluded Outgoing. Any Excluded Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between Council and the Lessee.
- 3.3. The Lessee shall promptly pay to the relevant Authorities as they become due all charges or maintenance costs incurred in respect of the supply of water, gas, electricity, oil, telephone, or other services whatsoever to the Leased Area.
- 3.4. The parties agree that the Lessee must be entered in the rating information database and district valuation roll in respect of the Leased Area for the purposes of The Local Government (Rating) Act 2002.

## **4. RENT REVIEW**

- 4.1. If:
  - (a) the Lessee assigns or subleases this Lease in accordance with clause 11; or
  - (b) Council, at its discretion, reviews its policy relating to rental charges for premises leased to entities to encourage community engagement;

Council may, after consulting with the Lessee regarding the Lessee's ability to pay rent and its community engagement, notify the Lessee of a change in the amount of Annual Rent payable (to fall in line with other community lease agreements, as determined by Council) and the notified Annual Rent shall become payable six (6) months after Council notifies the Lessee of the change.

- 4.2. If following any notification of an increase in the Annual Rent pursuant to clause 4.1, the Lessee considers (acting reasonably) that it is not financially feasible for the Lessee to continue with its lease of the Leased Area then the Lessee may elect to terminate this Lease immediately following the provision of notice in writing to Council of that intention. The provisions of clause 15 shall apply in the event of any such termination.

## **5. RIGHTS OF RENEWAL**

- 5.1. Whilst the Lessee is not entitled to a renewed lease term, Council may be willing to grant a further lease to the Lessee on terms acceptable to Council if Council is satisfied, in its sole discretion, that:

- (a) the Lessee has complied with the terms and conditions of this Lease during the Term; and
- (b) there is sufficient need in the community for a Menz Shed and it is in the public interest to use the Leased Area for a Menz Shed for a further lease term taking into account the alternative potential uses of the Leased Area for the benefit of the community at that time.

## **6. HOLDING OVER**

- 6.1. If, other than under a renewal of this Lease or the grant of a further lease, Council permits the Lessee to remain in occupation of the Leased Area after the end or earlier termination of the Term, the Lessee will occupy the Leased Area pursuant to a periodic tenancy that may be terminated in accordance with section 210 of the Property Law Act 2007 and any amendment thereto. To the extent that they are applicable to periodic tenancies all other matters set out herein and implied by law will continue to apply between the parties.

## **7. MAINTENANCE**

- 7.1. The Lessee will at all times maintain, repair, redecorate, replace, renew and keep the Lessee's Improvements together with all conveniences, amenities and appurtenances relating thereto in good and substantial repair, order and condition in all respects and in the same condition as at the time of erection or installation of the same (excluding fair wear and tear). The Lessee shall from time to time replace or renew any of the Lessee's Improvements and the said conveniences, amenities and appurtenances to ensure such state of good and substantial repair, order and condition. In the event of any part of the Lessee's Improvements having been replaced or renewed during the Term then the Lessee shall maintain the same in the same condition as at the date of such replacement or renewal (excluding fair wear and tear).

- 7.2. The Lessee must throughout the Term:

- (a) keep the Leased Area clean and tidy;
- (b) regularly remove all rubbish and waste from the Leased Area;



- (c) replace all broken glass on the Leased Area;
- (d) prevent and exterminate any pest infestation on the Leased Area; and
- (e) maintain and repair in a good and useable condition all drains, ditches, water, gas, electricity, telephones, pipes and conduits and all other utilities on or servicing the Leased Area.

7.3. Council reserves the right to repair, maintain and upgrade all existing drainage pipes or other drainage works on the Leased Area provided that the Lessee remains liable to maintain the drains and ditches as provided in clause 7.2(e).

7.4. The Lessee's obligations under clause 7.1 do not apply to damage caused by fire, flood, earthquake, earth subsidence, storm, tempest, act of God or inevitable accident unless the Lessee's act or omission has caused insurance proceeds to be unavailable which, but for the act or omission, would have been available towards the cost of making good the damage.

## **8. CAPACITY**

8.1. For the avoidance of doubt, the Lessee acknowledges that this Lease is entered into by Council, in its capacity as lessor (being the owner of the Land) and not as regulatory authority. The two roles of Waimakariri District Council are different, and any consent or approval given by Waimakariri District Council in relation to this Lease in its capacity as lessor under this Lease does not waive or imply Waimakariri District Council's consent or approval in its capacity as regulatory authority.

## **9. LESSEE'S USE OF LEASED AREA**

9.1. Subject to this clause 9, the Lessee must only use the Leased Area for the Permitted Use. For the avoidance of doubt, the Lessee's rights to use the Common Areas are subject to the restrictions equivalent to those in relation to the use of the Leased Area set out or contemplated by the terms of this Lease (amended as necessary taking into account the Lessee only having the non-exclusive right to use the Common Areas). The Lessee must not cause damage to the Common Areas and must repair any damage to the Common Areas caused by the Lessee or its invitees, to Council's satisfaction.

9.2. The Lessee must:

- (a) not carry on any noxious, noisy or offensive business or activity in or about the Land or do anything which is or may become a nuisance or annoyance to any person, but the carrying on of the Permitted Use by the Lessee in a reasonable manner will not of itself be a breach of this clause;
- (b) not affix any signs without the prior written consent of Council;
- (c) keep the Leased Area clean, tidy, and free of all waste, rubbish, pest infestations, noxious weeds and noxious vermin;
- (d) ensure the Leased Area and Improvements are used only for the Permitted Use and not for any storage of any materials or any vehicles outside any Building;
- (e) not permit, allow or suffer the Leased Area and Improvements being used for the

purposes of accommodation;

- (f) not cause any contamination of the Leased Area and must rectify to Council's reasonable satisfaction any contamination of the Leased Area arising after the Commencement Date;
- (g) not obstruct access ways or the Common Areas and parking is to be in nominated areas only;
- (h) not cut, damage or remove existing trees or shrubs, or plant any new trees or shrubs without the consent of Council;
- (i) not permit, allow or suffer the storage of any flammable products or hazardous materials on the Leased Area that would contravene the Hazardous Substances and New Organisms Act 1996 except with the prior written approval of Council, but in any event, only where the Lessee takes all reasonable steps to ensure that such materials are stored safely;
- (j) not do anything which is or may become a breach of any duty imposed on any person by the Resource Management Act 1991;
- (k) not do anything which is or may become a breach of any duty imposed on any person by the HSW Act; and
- (l) comply in all respects with all acts, bylaws, regulations, rules and requisitions relating to the Leased Area and the Lessee's use of the Leased Area.

9.3. The Lessee will at all times observe and comply in all respects with all statutes, ordinances, regulations, rules, requisitions, bylaws or other enactments and any common law obligations affecting the Leased Area or relating to the use of the Leased Area and/or the Lessee's Improvements and with all requirements of any Authority and will keep Council indemnified from and against all actions, claims, demands, losses, damages, costs and expenses arising out of any non-compliance by the Lessee.

9.4. The Lessee will perform and observe the obligations of Council in connection with any easement of any kind for the time being affecting the Leased Area (whether as benefited land or burdened land) including the carrying out, effecting or contributing to any works, repairs or maintenance.

9.5. The Lessee warrants and undertakes that the Lessee:

- (a) will at its cost keep and maintain all fences, gates, drains and other Improvements (if any) erected on the Leased Area in good order and condition (damage by fire, earthquake or other inevitable accident excepted) and shall not seek any contribution to fencing costs from Council and will permit Council or their agents, staff, and contractors at all reasonable times to enter upon the Leased Area for the purpose of viewing the state of or repairing, maintaining or improving the condition of the Improvements (if any) thereon;
- (b) will not at any time undertake anything on the Leased Area or cause or allow any act on the Leased Area which shall be a disturbance, nuisance or annoyance to Council or the occupiers or owners of adjoining land or cause contamination of the Land, the Leased Area or adjoining land;

- (c) will at all times keep the Leased Area free of all noxious weeds, plants and vermin and at the Lessee's own expense do all things necessary to comply with the provisions and requirements of the Biosecurity Act 1993 without being entitled to any compensation in respect thereof;
- (d) shall not fell, remove, trim or damage any trees on the Leased Area unless the prior written approval of Council has been obtained;
- (e) will comply with all relevant statutory and common law obligations, regulations and bylaws affecting the Lessee's use of the Leased Area including but not limited to:
  - (i) complying with all legislation, regulations and bylaws in relation to water quality protection and standards including, without limitation, The National Policy Statement for Freshwater 2020, National Environmental Standards for Freshwater, stock exclusion regulations under section 360 of the Resource Management Act 1991, and the rules and bylaws of any relevant Authority;
  - (ii) complying with all obligations under the Animal Welfare Act 1999 (and any other relevant and/or replacement legislation and regulations) and ensure the physical, health and behavioural needs of all animals on the Leased Area are met in accordance with good farming practice; and
  - (iii) complying with all legislation, regulations and bylaws in relation to health and safety, (including but not limited to compliance with the health and safety obligations under clause 24),

and will (to the maximum extent permitted by law) indemnify Council for any loss, claim, complaint, liability, cost, penalty or award of damages Council may suffer as a consequence of the Lessee's failure to so comply with any of the obligations in this clause;

- (f) will at the Lessee's cost, obtain and comply with all resource consents, permits and other planning approvals and licences and permissions required for the Lessee's use of the Leased Area;
- (g) shall comply with all requirements recorded in any tender (if any) for this Lease;
- (h) shall at their own cost keep the Leased Area and Council's Improvements free from damage or rubbish, and must at Council's option either promptly repair any damage caused by them or any person using the Leased Area under this Lease or compensate Council for such damage and any associated repair costs;
- (i) shall not remove any Council's Improvements (if any) owned by Council from the Leased Area and shall at Council's option either replace any damaged or lost Council Improvements with others of like value or compensate Council for such damage and any associated repair or replacement costs;
- (j) shall notify Council as soon as practicable, of any hazards arising upon the Leased Area identified by the Lessee, its agents, contractors, guests, tenants or invitees;

- (k) shall notify Council if any damage occurs to the Leased Area or if any injury or harm occurs to any person on the Leased Area which the Lessee is required to report to Worksafe New Zealand, of the details of the damage, injury, or harm, and, to the best of the Lessee's knowledge, details of how it occurred as soon as practicable after the Lessee becomes aware of such damage;
- (l) shall not do anything upon the Leased Area which may prejudice, or invalidate any insurance policy held by Council, nor, except with Council's prior written approval, do anything on the Leased Area that would cause the premium of any insurance policy held by Council in respect of the Leased Area to be likely to increase. The Lessee must pay on demand all extra premiums payable due to any breach of this clause; and
- (m) shall actively participate in any operational management group associated with the Land as reasonably required by Council.

9.6. The Lessee shall at all times at the Lessee's own expense without being entitled to any compensation in respect thereof do all things necessary to:

- (a) eradicate from the Leased Area all declared plant pests under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time; and
- (b) control on and eradicate from the Leased Area all declared animal pests and animal "Organisms of Interest" under the Environment Canterbury, Canterbury Regional Pest Management Plan as current from time to time,

in accordance with industry best practices and standards and Environment Canterbury approvals and recommendations.

9.7. The natural vegetation of New Zealand is unique and diverse in keeping with its isolation from other lands. Within the Waimakariri District are areas of indigenous vegetation which include (but are not limited to) specimens of Kanuka, Matagouri, Cassina, Pommaderris and Cop Intertexta. These plants are the last remains of this type of vegetation that once used to cover the Canterbury Plains and therefore are considered to be of high importance. Where this vegetation is encountered by the Lessee in the course of this Lease, the Lessee shall protect this vegetation from any damage occurring as a result of its use of the Leased Area.

## **10. DEVELOPMENT OF THE LEASED AREA**

10.1. The Lessee must pay Council's reasonable costs of any request for consent under this clause (including Council's legal costs), whether or not consent is given.

10.2. The Lessee shall not make any alteration or addition to the Leased Area including, without limitation, placing, erecting or constructing any Building or structure (including, without limitation, any portable or movable thing including, without limitation, a trailer or vehicle which has the characteristic of or may be used as a Building or structure for example a portable shed or dwelling or container) without Council's prior written approval which may be given or withheld at Council's absolute discretion. The Lessee shall provide Council with detailed plans, elevations and specifications of any new Building or structure and/or any alteration for Council to consider when the Lessee applies for Council's approval.

- 10.3. Without limitation to clauses 9 and 10.2, the Lessee shall be responsible for notifying any relevant Authority prior to the commencement of any work on the Leased Area that would require a consent, and shall comply with any additional requirements imposed by that Authority.
- 10.4. Should any services be required to be supported or relocated, then the Lessee shall liaise with the appropriate Authority to gain approval, and shall comply with all instructions issued by the relevant Authority.
- 10.5. Where other existing services are disrupted or damaged in any way by the operations of the Lessee, they shall be repaired and reinstated to the satisfaction of Council and the relevant Authorities, entirely at the expense of the Lessee, including the cost of any supervision and/or inspections.
- 10.6. The Lessee shall ensure the adequate protection from disturbance of all benchmarks and survey marks unless indicated otherwise by Council.
- 10.7. If Council does consent to any alterations or additions to the Leased Area, including the Contemplated Works ("**Lessee's Works**"):
- (a) Council's consent under this Lease is in Waimakariri District Council's capacity as Council and the Lessee must still obtain any consents required from Waimakariri District Council in its capacity as the local authority;
  - (b) the Lessee must submit a programme for completion of the Lessee's Works which is acceptable to Council and addresses:
    - (i) traffic management plans;
    - (ii) road closures;
    - (iii) on site health and safety; and
    - (iv) such other matters as are appropriate given the nature of the Lessee's Works.
  - (c) the Lessee must use suitably qualified persons to carry out the Lessee's Works and ensure that the Lessee's Works are completed to a good and workmanlike standard to the reasonable satisfaction of Council and in compliance with all laws, regulations and relevant building standards.
- 10.8. The Lessee must obtain Council's approval, in accordance with this clause 10, for its contemplated works which comprise construction of three Buildings on the Leased Area (of approximately 679 square metres total floor area) from which the Lessee will be able to conduct the Permitted Use ("**Contemplated Works**").
- 10.9. The Lessee must commence the Contemplated Works (being physical works on the Leased Area rather than simply progressing plans and specifications) within two (2) years from the date of this Lease ("**Works Start Date**") and progress completion of the Contemplated Works as soon as reasonably practicable thereafter.
- 10.10. If the Lessee has not commenced the Contemplated Works by the Works Start Date, or Council determines (acting reasonably) that the Lessee has failed to progress completion

of the Contemplated Works as soon as reasonably practicable following commencement of the Contemplated Works and notifies the Lessee of such determination, then the following provisions shall apply:

- (a) subject to the right of the Lessee to request an extension of time as set out in clause 10.10(c), Council may terminate this Lease immediately by giving notice in writing to the Lessee of that intention. The provisions of clause 15 shall apply in the event of any such termination; or
- (b) the Lessee may terminate this Lease immediately by giving notice in writing to Council of that intention, but only if the Lessee has used all reasonable endeavours to procure funding to enable the Lessee to commence and complete the Contemplated Works. The provisions of clause 15 shall apply in the event of any such termination; and
- (c) the Lessee may submit a written request to Council for an extension of time, such request to include an explanation for the delay and proposed timings for the commencement of the Contemplated Works and various progress and completion milestones; and
- (d) Council may consider any submission made under clause 10.10(c) and Council may elect to:
  - (i) terminate this Lease immediately by giving notice in notice in writing to the Lessee of that intention. The provisions of clause 15 shall apply in the event of any such termination;
  - (ii) agree to the proposed extension; or
  - (iii) negotiate with the Lessee to agree terms for any proposed extension.

## **11. ASSIGNMENT AND SUBLEASING**

11.1. The Lessee may with Council's prior written consent:

- (a) assign the Lessee's interest in this Lease; or
- (b) sublease all or part of the Leased Area.

11.2. Without limiting the grounds on which Council may withhold consent under clause 11.1, Council may, as a condition of any consent, require prior compliance with the following conditions:

- (a) the Lessee must prove to Council's reasonable satisfaction that the proposed assignee or sublessee is responsible and, in the case of an assignment, of sound financial standing including provision of credit checks as reasonably required by Council;
- (b) the Lessee must have performed all of the Lessee's obligations under this Lease up to the date of the proposed assignment or grant of the sublease;
- (c) in the case of an assignment, the assignee must sign a deed of covenant with Council (in the form reasonably required by Council) agreeing to perform the

Lessee's obligations under this Lease but without releasing the assignor or any other person from liability under this Lease; and

- (d) in the case of an assignment to a company, the shares in which are not listed on the New Zealand Stock Exchange, Council may require the assignee's directors and shareholders to guarantee the assignee's obligations under the deed of covenant signed by the assignee.

11.3. The Lessee must pay Council's reasonable costs for any consent or application for consent under this clause (including Council's legal costs) and the costs of investigating the suitability of the proposed assignee or sublessee.

11.4. If the Lessee or the Lessee's holding company is a company not listed on the New Zealand Stock Exchange, any:

- (a) change in the legal or beneficial ownership of any of the Lessee's shares; or
- (b) issue of new capital,

which results in a change in the Lessee's effective control or management will be treated as an assignment of this Lease requiring Council's prior written consent. The persons acquiring effective control of the Lessee or the Lessee's holding company (as the case may be) as a result of that change will be treated as the assignees.

11.5. Council must act reasonably when considering any application under this clause 11 and must provide a response within thirty (30) Working Days after the provision of all required information.

## **12. COUNCIL'S RIGHTS OF ENTRY**

12.1. Council and/or Council's agents, employees or contractors may, with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in the case of an emergency), enter upon the Leased Area to view the condition thereof or to confirm the Lessee's compliance with the terms of this Lease (including but not limited to compliance with the health and safety obligations under clause 24) and the following provisions shall apply:

- (a) Council may give notice in writing to the Lessee specifying any defects and breaches of covenant for which the Lessee may be liable;
- (b) the Lessee shall within such reasonable time as shall be specified in such notice make good such defects and breaches of covenant for which the Lessee is liable; and
- (c) if the Lessee shall fail to comply with such notice within the time specified Council may, at its option and without prejudice to any other rights, powers or remedies take such steps, expend such moneys and do such other acts and things as Council shall consider necessary to make good such failure and any moneys expended by Council in so doing, together with interest thereon at the Default Interest Rate computed from the time or respective times of such moneys being actually expended by Council until actual payment thereof by the Lessee to Council, shall be payable on demand by the Lessee to Council as if the same were rent in arrears payable by the Lessee.

**13. INSURANCE**

13.1. The Lessee must at all times during the Term:

- (a) insure and keep the Lessee's Improvements insured to their full insurable value against loss, damage or destruction resulting from fire, earthquake, storm, tempest and aircraft impact and any other risks which Council reasonably requires to be insured against; and
- (b) pay the premium for the insurance taken out under clause 13.1(a) when due.

13.2. The Lessee must throughout the Term keep current a public risk insurance policy applicable to the Leased Area and the business carried on, in, or from the Leased Area for:

- (a) the amount specified in the Particulars of Lease (being the amount which may be paid out arising from any single accident or event); or
- (b) any increased amount that Council reasonably requires.

13.3. The Lessee must provide Council with certificates of currency evidencing insurance in accordance with clause 13.1 and clause 13.2 so that Council always holds certificates of currency showing that the required insurances are currently maintained.

**14. DAMAGE OR DESTRUCTION**

14.1. In the event of the whole or part of the Lessee's Improvements being destroyed or materially damaged then provided:

- (a) the Lessee is not prevented by any act, ordinance, regulation or bylaw then in force from so doing;
- (b) the Lessee is able to obtain all planning permission, permits and consents necessary to execute such repairs or reinstatement or rebuilding; and
- (c) the Lease is not frustrated or the repairs or reinstatement or rebuilding prevented for any other reason beyond the control of the Lessee,

the Lessee shall as soon as reasonably practicable but not later than nine (9) months after:

- (d) the event; or
- (e) if the Lessee holds insurance in relation to the Leased Area and makes a claim against such insurance policy within one (1) month after:
  - (i) receipt of payment from the Lessee's insurer in relation to the claim; or
  - (ii) receipt of notification from the Lessee's insurer that the insurer will not pay out in relation to the claim,

repair and reinstate the Lessee's Improvements substantially in accordance with its original design or such other design as Council may approve.



- 14.2. The obligations of the Lessee pursuant to clause 14.1 shall not be limited to the insurance moneys available. To the extent that the same shall be insufficient the Lessee shall be obliged to carry out such repairs or reinstatement from the Lessee's own moneys. If the insurance proceeds are inadequate to fund the reinstatement required under clause 14.1, Council must act reasonably in considering any proposed alternate design for replacement of the Lessee's Improvements.
- 14.3. If the Lessee is prevented from repairing or reinstating the Leased Area after the Lessee's Improvements have been destroyed or materially damaged, this Lease may be terminated at the option of either party by one (1) month's notice in writing to the other party and clause 15 shall apply.
- 14.4. In the event of any destruction or damage to the Leased Area or any Lessee's Improvements on the Leased Area or any other chattels or fixtures whatsoever in or on the Leased Area the Lessee or anyone claiming under the Lessee shall not be entitled to any compensation or payment whatsoever from Council.

## 15. LESSEE'S IMPROVEMENTS UPON TERMINATION

- 15.1. Notwithstanding any other term of this Lease, if this Lease is not renewed, expires or is terminated by either party, Council shall have the right to elect one of the following options (and prior to making an election Council will undertake such consultation with the Lessee as is reasonably necessary in order to make an election agreeable to both parties):

- (a) **Option 1:** require the Lessee to remove the Lessee's Improvements, Buildings and Structures from the Leased Area in accordance with clause 15.2;
- (b) **Option 2:** require the Lessee to sell the Lessee's Improvements, Buildings and Structures to a third party approved by Council and such sale to be on such terms and conditions as are satisfactory to Council. If Council elects this option it shall enter into a lease with the approved third party (in the form reasonably required by Council) and the obligations of the Lessee under this Lease shall be at an end from the date of expiry or termination of this Lease; or
- (c) **Option 3:** the Lessee's Improvements, Buildings and Structures will immediately and absolutely transfer to Council's ownership free from any payment or compensation to the Lessee whatsoever (excluding any of the Lessee's Improvements or other chattels which the Lessee proves to the reasonable satisfaction of Council are owned by third parties),

provided that if Council and the Lessee cannot agree on an option within three (3) months of the date of commencement of consultation by Council with the Lessee then Option 1 shall apply by default.

- 15.2. If Council elects Option 1 under clause 15.1(a) or Option 1 applies by default pursuant to clause 15.1, the following provisions shall apply:
- (a) the Lessee must remove all the Lessee's Improvements, Buildings and Structures from the Leased Area to the entire satisfaction of Council (to be certified in writing) as soon as reasonably practicable and in any event by the date which is twelve (12) months after the date of Council's election under clause 15.1;

- (b) the Lessee must reinstate any damage to the Leased Area caused by the installation of the Lessee's Improvements, Buildings and Structures or by the removal of the Lessee's Improvements, Buildings and Structures under this clause 15;
- (c) the Lessee must leave the Leased Area in a clean and tidy condition to Council's reasonable satisfaction, including but not limited to:
  - (i) removal of any chattels, plant and materials brought onto the Leased Area by or through the Lessee; and
  - (ii) free of any hazardous or undesirable substances deposited on or in the Leased Area by or through the Lessee;
- (d) if the Lessee fails to remove some or all of the Lessee's Improvements, Buildings and Structures within the timeframe prescribed in clause 15.2(a), then:
  - (i) the Lessee's Improvements, Buildings and Structures remaining on the Leased Area shall immediately and absolutely transfer to Council's ownership free from any payment or compensation whatsoever; and
  - (ii) the Lessee will be liable for all costs associated with demolition of any Buildings or Structures owned by the Lessee, removing all other Lessee's Improvements and clearing all rubbish and debris; and
- (e) the Lessee must continue to pay the Annual Rent and comply with its obligations under this Lease until the removal of the Lessee's Improvements, Buildings and Structures has been satisfactorily completed.

## **16. INDEMNITY**

- 16.1. The Lessee indemnifies Council against all actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind suffered or incurred by Council resulting from the Lessee's acts or omission, except where section 268 of the Property Law Act 2007 applies.
- 16.2. The Lessee agrees to occupy and use the Leased Area at the Lessee's risk and hereby releases Council from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to the Lessee, its members, agents, employees or its invitees in or about the Leased Area or to any other person or any property in or about the Leased Area or access to the Leased Area.

## **17. ESSENTIAL TERMS**

- 17.1. The Lessee's breach of the following terms is a breach of an essential term of this Lease:
  - (a) the covenant to pay the Annual Rent or other money payable by the Lessee under this Lease;
  - (b) the terms dealing with assignment and subleasing; or
  - (c) the terms restricting the use of the Leased Area.

17.2. Council's acceptance of any arrears of the Annual Rent or other money payable under this Lease is not a waiver of the essential obligation to pay any other rent or money payable under this Lease.

17.3. The Lessee must compensate Council for any breach of an essential term of this Lease. Council may recover damages (including all costs incurred by Council) from the Lessee for those breaches. Council's entitlement to compensation under this clause is in addition to any other remedy or entitlement of Council (including the right to terminate this Lease).

## **18. COMPENSATION**

18.1. If any act or omission of the Lessee:

- (a) is a repudiation of this Lease or of the Lessee's obligations under this Lease; or
- (b) is a breach of any of the Lessee's obligations under this Lease;

the Lessee must compensate Council for the loss or damage suffered by reason of the repudiation or breach during the whole of the Term.

18.2. Council's entitlement to recover damages will not be affected or limited by:

- (a) the Lessee abandoning or vacating the Leased Area;
- (b) Council electing to re-enter or to terminate this Lease;
- (c) Council accepting the Lessee's repudiation; or
- (d) the parties' conduct constituting a surrender by operation of law.

18.3. Council may bring legal proceedings against the Lessee claiming damages for the entire Term including the periods before and after:

- (a) the Lessee has vacated the Leased Area; and
- (b) the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2,

whether the proceedings are instituted before or after that conduct.

18.4. If the Lessee vacates the Leased Area, with or without Council's consent, Council must take reasonable steps to:

- (a) mitigate Council's damages; and
- (b) endeavour to lease the Leased Area at a reasonable rent and on reasonable terms.

18.5. Council's entitlement to damages will be assessed on the basis that Council should have observed the obligation to mitigate damages as set out in clause 18.4. Council's conduct in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Lessee's breach or repudiation, or a surrender by operation of law.

**19. DEFAULT**

- 19.1. If the Lessee fails to perform or observe any of the terms of this Lease, then Council may without prejudice to any of Council's other rights or remedies at law or in equity sue the Lessee for specific performance or cancel this Lease by immediately re-entering the Leased Area, provided that Council has first observed the requirements of sections 243 to 264 of the Property Law Act 2007 (where it is required by law to do so).
- 19.2. It shall be an act of default under this Lease if the Lessee:
- (a) being a natural person:
    - (i) is declared bankrupt or insolvent according to law; or
    - (ii) assigns his or her estate or enters into a deed of arrangement for the benefit of creditors; or
  - (b) being a company:
    - (i) is or is deemed to be unable to pay the Lessee's debts under section 287 of the Companies Act 1993;
    - (ii) goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation approved in writing by Council);
    - (iii) is wound up or dissolved;
    - (iv) enters into voluntary administration or any assignment or other compromise or scheme of arrangement with the Lessee's creditors or any class of the Lessee's creditors; or
    - (v) has a receiver, manager or receiver and manager appointed relating to any of the Lessee's assets.
- 19.3. The Lessee hereby irrevocably appoints Council to be the true and lawful Attorney of the Lessee to act at any time after the power to re-enter contained in this Lease shall have become exercisable or shall have been exercised (sufficient proof whereof shall be the statutory declaration of Council to execute and sign a transfer or a surrender of this Lease and to procure the same to be registered (if necessary)) and for this purpose to use the name of the Lessee and generally to do, execute and perform any act, deed, matter or thing relative to the Leased Area as fully and effectually as the Lessee could do in and about the Leased Area and confirm all and whatsoever the said Attorney or Attorneys shall lawfully do or cause to be done in and about the Leased Area.
- 19.4. Without prejudice to the other rights, powers and remedies of Council, Council may elect to remedy at any time without notice any default by the Lessee under this Lease and whenever Council so elects all costs and expenses incurred by Council (including legal costs and expenses) in remedying such default shall be paid by the Lessee to Council immediately on demand.
- 19.5. The Lessee shall compensate Council and Council shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Lessee constituting a repudiation of the Lease or the Lessee's obligations under the Lease. Such entitlement

shall subsist notwithstanding any determination of the Lease and shall be in addition to any other right or remedy which Council may have.

## **20. DEFAULT INTEREST**

20.1. If the Lessee fails to pay any instalment of the Annual Rent or any other money payable under this Lease for ten (10) Working Days after:

- (a) the due date for payment; or
- (b) the date of Council's demand, if there is no due date,

then the Lessee must on demand pay interest at the Default Interest Rate on the money unpaid from the due date or the date of Council's demand (as the case may be) down to the date of payment.

## **21. RESOLUTION OF DISPUTES**

21.1. The parties must use reasonable endeavours to resolve any dispute, difference or question arising between the parties about:

- (a) the interpretation of this Lease;
- (b) anything contained in or arising out of this Lease;
- (c) the rights, liabilities or duties of Council or Lessee; or
- (d) any other matter touching on the relationship of Council and the Lessee under this Lease (including claims in tort as well as in contract),

by good faith negotiations between the parties and failing resolution being achieved within fifteen (15) Working Days of a party serving to the other notice of a dispute then by mediation between the parties and failing resolution being achieved within forty (40) Working Days of such mediator being appointed (or such other period as the parties may agree), such dispute, difference or question will be referred to the arbitration of a single arbitrator under the Arbitration Act 1996.

21.2. The parties must try to agree on the arbitrator. If they cannot agree, either or both Council and the Lessee may at any time make application to the Arbitrators' and Mediators' Institute of New Zealand Inc. for the appointment of an arbitrator.

21.3. The parties must go to arbitration under this section before they can begin any action at law (other than an application for injunctive relief).

## **22. NOTICES**

22.1. Any notice or document required or authorised to be delivered or served under this Lease may be delivered or served:

- (a) in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served; or
- (b) by email where permitted by the Property Law Act 2007 for a notice of its type.

- 22.2. Any notice or other document will be treated as delivered or served and received by the other party:
- (a) on personal delivery;
  - (b) three days after being posted by prepaid registered post; or
  - (c) if sent by email, on the sender's receipt of an email message indicating that the email has been opened by the recipient.
- 22.3. Any notice or document to be delivered or served under this Lease must be in writing and maybe signed by:
- (a) any attorney, officer, employee or solicitor for the party serving or giving the notice; or
  - (b) the party serving the notice or any other person authorised by that party.

### **23. COSTS**

- 23.1. The Lessee must pay to Council on demand:
- (a) the reasonable legal costs for any renewal, extension or variation of this Lease; and
  - (b) all costs, charges and expenses for which Council becomes liable as a result of the Lessee's breach of any of the terms of this Lease.

### **24. HEALTH AND SAFETY**

- 24.1. The Lessee shall abide by all relevant statutory and common law obligations of Council, and shall not of itself do, nor shall it permit or suffer to be done, any act that comprises a breach of such obligations. The Lessee shall comply with all relevant legislation and regulations directly or indirectly relating to or touching upon its use or occupation of the Leased Area and/or the Common Areas, including without derogating from the generality of the foregoing compliance with the provisions of the relevant District Plan, the Building Act 2004, the HSW Act and including any consequent amendments and enactments passed in substitution.
- 24.2. The Lessee will do all things necessary as the occupier of the Leased Area to comply with the HSW Act, including any consequent amendments and enactments passed in substitution thereof, including but not limited to:
- (a) comply with the relevant WorkSafe New Zealand guidelines and regulations and Council's Health and Safety Policy as published by Council from time to time;
  - (b) take all steps reasonably practicable to ensure that any person in or on the Leased Area or in the vicinity of the Leased Area is not harmed by any Hazard arising in or on the Leased Area. "**Hazard**" shall have the same meaning as in the HSW Act;
  - (c) develop, maintain and implement at all times during the Term a programme promoting health and safety of people in the Leased Area and a system of

auditing such programme and shall upon written consent by Council provide reasonable details of the programme implemented by the Lessee; and

- (d) comply with any notice issued pursuant to subpart 3 of the HSW Act unless the work required by the notice would otherwise be work required by the provisions of this Lease to be undertaken by Council.

## **25. GST**

25.1. The Lessee must pay to Council all GST payable on the Annual Rent and other money payable by the Lessee under this Lease. The Lessee must pay GST:

- (a) on the Annual Rent on each occasion when the Annual Rent falls due for payment; and
- (b) on any other money payable by the Lessee on demand.

25.2. If:

- (a) the Lessee fails to pay the Annual Rent or other money payable under this Lease (including GST); and
- (b) Council becomes liable to pay additional GST or penalty tax,

then the Lessee must pay the additional GST or penalty tax to Council on demand.

## **26. NO WARRANTY**

26.1. Council does not in any way warrant that the Leased Area are or will remain suitable or adequate for the Permitted Use or any other approved use and to the full extent permitted by law all warranties as to suitability and to adequacy implied by law are expressly negated. Should any use of the Leased Area by the Lessee be permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, bylaw or other enactment or order of Court then the Lessee shall obtain such consent at the sole cost and expense of the Lessee including but not limited to any costs of complying with any conditions of any such consent.

26.2. Council does not warrant that this Lease is in registrable form. The Lessee must not require registration of this Lease against the title to the Land or the Leased Area. The Lessee will not lodge a caveat over any of the Land or the Leased Area.

## **27. PUBLIC LIABILITY**

27.1. The Lessee shall occupy the Leased Area at its own risk and Council shall not be liable for any accident, injury or damage suffered by or caused to any person or property arising out of or by reason of the actions or omissions of the Lessee.

27.2. The Lessee shall be wholly responsible for all damage to the Leased Area caused by the Lessee, its members, invitees, servants and workmen.

## **28. GENERAL**

28.1. The covenants, conditions, agreements and restrictions implied in this Lease by the

- Property Law Act 2007 are hereby modified or negated to the extent that the same are inconsistent with or contradictory or repugnant to the covenants, conditions, agreements and restrictions contained in this Lease, but not otherwise.
- 28.2. To the extent permitted by law the application to this Lease of any moratorium or other law, act or regulation having the effect of extending the Term, reducing or postponing the payment of the Annual Rent or other moneys payable under this Lease or otherwise affecting the operation of the terms of this Lease is expressly excluded and negated.
- 28.3. Where Council's consent or approval is required pursuant to any provision of this Lease, such consent or approval shall be required for each separate occasion notwithstanding any prior consent or approval obtained for the like purpose on a prior occasion and the Lessee shall pay for the reasonable legal and other expenses of Council in giving consent on each occasion.
- 28.4. No waiver by Council of any one breach of any covenant, obligation or provision contained or implied in this Lease shall operate as a waiver of another breach of the same or any other covenant, obligation or provision contained or implied in this Lease.
- 28.5. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or of principal and agent or of joint venture between the parties, it being understood and agreed that neither the method of computation of the Annual Rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee upon the terms provided in this Lease.
- 28.6. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms conditions and covenants shall not be affected thereby.
- 28.7. The covenants, conditions, agreements and obligations of the parties in this Lease shall not merge with or be extinguished by the grant of any further or other lease but shall remain in full force and effect and operative according to their tenor.
- 28.8. This Lease constitutes the entire agreement between the parties in relation to this transaction and supersedes and extinguishes all prior agreements and understandings and all representations or warranties previously given.
- 28.9. Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 28.10. This Lease may be executed in any number of counterparts (including email copies), all of which, when taken together, will constitute one and the same instrument. A party may enter into this Lease by executing any counterpart.



**SCHEDULE B**  
(The Plan)



**SCHEDULE C**  
(Design Guidelines)

Refer to the link below for the current version of the Design Guidelines:

[https://www.waimakariri.govt.nz/\\_data/assets/pdf\\_file/0013/161023/Kaiapoi-Community-Hub-Design-Guidelines-December-2023.pdf](https://www.waimakariri.govt.nz/_data/assets/pdf_file/0013/161023/Kaiapoi-Community-Hub-Design-Guidelines-December-2023.pdf)

## **SCHEDULE D** (The Principles)

### **INTRODUCTION**

The Kaiapoi Community Hub (“**Hub**”) provides space for a range of uses such as recreation and leisure activities, arts and hobby activities, and social and cultural activities, to co-locate and collaborate. The Hub provides a place that is open and accessible to the community, and provides services and activities the community wants and needs, for the purposes of enhancing physical, mental, social and cultural wellbeing.

These User Guidelines, in coordination with the Kaiapoi Community Hub Master Plan, support and guide the development and operation of the Hub.

### **COUNCIL’S ROLE IN THE COMMUNITY HUB**

Council’s key role in the Kaiapoi Community Hub is as the landowner. Council will make the Community Hub site available for community groups (through a lease or licence) to locate a Building and/or Structure from which they can run their activities.

### **KAIAPOI COMMUNITY HUB MASTER PLAN**

Council has developed a master plan for the Kaiapoi Community Hub. The master plan includes:

- The Plan - which is the Hub layout plan with indicative building footprints, as per Schedule B of the Lease.
- The Design Guidelines, as per Schedule C of the Lease.
- The Principles - which include the vision, mission and values of the Hub, as per Schedule D of the Lease.

### **VISION AND VALUES FOR THE KAIAPOI COMMUNITY HUB**

The vision, mission and values of the Kaiapoi Community Hub are important. They help determine who is part of the Hub and the activities and facilities at the Hub.

At the centre of the vision is people. Surrounding this are five key values – connection, resourcefulness, accessibility, service and impact. All of this leads to being well and thriving together.

Groups who wish to be part of the Kaiapoi Community Hub will need to give effect to the vision, mission and values and show how their activities will deliver on these. The vision, mission and values below will reflect the entire Hub including all stakeholders and lease holders and new groups joining the Hub will agree to align with these guiding principles.

#### **Vision**

To be a thriving hub of connection, activity, and learning for Kaiapoi.

**Mission**

By the community,

For the community.

**Five Key Values****1. Connection**

The Hub is a place that is welcoming - encouraging rich diverse community connection and collaboration.

**2. Resourcefulness**

The Hub operates in a manner that embraces sustainability and encourages growth for the future of our community.

**3. Accessibility**

The Hub is accessible to everyone as a collective, community-focused resource.

**4. Service**

The Hub serves the community by providing a space for participation, education and knowledge sharing.

**5. Impact**

The Hub is a thriving space that makes an immediate and lasting impact in the community.

It is agreed that:

1. All site occupants, including site lease holders and groups who hire facilities, will align with the vision, mission and five key values of the Kaiapoi Community Hub.
2. The occupants of the wider Kaiapoi Community Hub will nominate a representative to attend a monthly operational meeting.
3. It is the group's responsibility to prepare and lodge an appropriate application and meet the conditions of any consent, at their cost. Council will provide support in making an application for a building consent if necessary by providing relevant advice.
4. The Kaiapoi Community Hub seeks to be a well-maintained community space for everyone, it is the occupant's responsibility to ensure that this space is maintained in accordance with the requirements of their lease.
5. All lease holders must ensure that they follow the Design Guidelines. In order to create a sense of connectivity and harmony within the Kaiapoi Community Hub while raising its visual aesthetic from mere sheds to community landmarks.
6. All lease holders must ensure that they abide by their lease conditions ensuring that the Kaiapoi Community Hub's vision and values are not impacted.

**SCHEDULE E**  
(Services)

**1. RIGHT TO CONVEY WATER**

- 1.1. The Lessee is granted a right to convey water through the Services Facility as designated for the conveyance of water.
- 1.2. A right to convey water includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to take and convey water in free and unimpeded flow from the source of supply or point of entry through the Services Facility and over the Services Area to the Leased Area.
- 1.3. The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

**2. RIGHT TO DRAIN WATER**

- 2.1. The Lessee is granted a right to drain water through the Services Facility as designated for the drainage of water.
- 2.2. A right to drain water includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity from the Leased Area through the Services Facility and over the Services Area.
- 2.3. The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

**3. RIGHT TO DRAIN SEWAGE**

- 3.1. The Lessee is granted a right to drain sewage through the Services Facility as designated for the drainage of sewage.
- 3.2. A right to drain sewage includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to drain, discharge, and convey sewage and other waste material and waste fluids in any quantity from the Leased Area through the Services Facility and over the Services Area.
- 3.3. The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the Services Facility.

**4. RIGHT TO CONVEY ELECTRICITY**

- 4.1. The Lessee is granted a right to convey electricity through the Services Facility as designated for the conveyance of electricity.
- 4.2. A right to convey electricity includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey electricity and electrical impulses without interruption or impediment from the point of

entry through the Services Facility and over the Services Area to the Leased Area.

- 4.3. The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Services Facility.

## **5. RIGHT TO CONVEY TELECOMMUNICATIONS**

- 5.1. The Lessee is granted a right to convey telecommunications through the Services Facility as designated for the conveyance of telecommunications.

- 5.2. A right to convey telecommunications includes the right for the Lessee, in common with Council and other persons to whom Council may grant similar rights, at all times, to lead and convey telecommunications without interruption or impediment through the Services Facility and over the Services Area and to and from the Leased Area.

- 5.3. The right to convey telecommunications without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the Services Facility.

## **6. INTERFERENCE**

- 6.1. The Lessee must not do and must not allow to be done on the Leased Area or the Services Area anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Services Facility.

## **7. REPAIR, MAINTENANCE, AND COSTS**

- 7.1. If the Lessee has exclusive use of part of the Services Facility, the Lessee is responsible for arranging the repair and maintenance of that part of the Services Facility, and for the associated costs, so as to keep that part of the Services Facility in good order and to prevent it from becoming a danger or nuisance.

- 7.2. If the Lessee and the Neighbouring Tenants share the use of part of the Services Facility, each of them is responsible equally for the repair and maintenance of that part of the Services Facility, and for the associated costs.

- 7.3. In completing any repairs and maintenance of the Services Facility, the Lessee must meet any associated requirements of Council.

- 7.4. Any repair or maintenance of the Services Facility that is attributable solely to an act or omission by the Lessee must be promptly carried out by the Lessee at their sole cost.

- 7.5. If the repair and maintenance of the Services Facility is only partly attributable to an act or omission by the Lessee, the Lessee must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission and the balance of the costs are payable in accordance with clause 7.2.

## **8. RIGHTS OF ENTRY**

- 8.1. The Lessee may, for the purpose of exercising any right or power, or performing any related duty, implied under this Schedule E:

- (a) enter upon the Services Area by a reasonable route and with all necessary tools, vehicles, and equipment;

- (b) remain on the Services Area for a reasonable time for the sole purpose of completing the necessary work; and
- (c) leave any vehicles or equipment on the Services Area for a reasonable time if work is proceeding.

8.2. However, the Lessee must first give reasonable notice to Council.

8.3. The Lessee must ensure that as little damage or disturbance as possible is caused to the Services Area or to Council.

8.4. The Lessee must ensure that all work is performed properly.

8.5. The Lessee must ensure that all work is completed promptly.

8.6. The Lessee must immediately make good any damage done to the Services Area by restoring the surface of the land as nearly as possible to its former condition to the satisfaction of Council.

8.7. The Lessee must compensate Council for all damage caused by the work to any Buildings, erections, or fences on the Services Area.

## **9. DEFAULT**

9.1. If the Lessee does not meet the obligations implied or specified in this Schedule E:

- (a) Council may serve on the Lessee written notice requiring the Lessee to meet a specific obligation and stating that, after the expiration of 10 working days from service of the notice of default, Council may meet the obligation; and
- (b) if, at the expiry of the 10 working-day period, the Lessee has not met the obligation, Council may:
  - (i) meet the obligation;
  - (ii) for that purpose, enter the Services Area;
  - (iii) the Lessee is liable to pay Council the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
  - (iv) Council may recover from the Lessee, as a liquidated debt, any money payable under this clause.

# Generation 8v2 concept & sketches for the Menz Shed of Kaiapoi Trust to be built at the Kaiapoi Community Hub.

17<sup>th</sup> December 2022, updated 13<sup>th</sup> march 2024.

The drawings include a footprint with the two buildings on the Courtenay Drive side separated by a 3 metre covered walkway. This operates as an entrance to the site and also permits access between the sheds and the loading zone.

The earthquake analysis has resulted in constraints on building size of 10m x 20m maximum. The buildings should lie parallel to the Courtenay Stream & Courtenay Drive as the ground slumps towards the stream stretching buildings in that direction.

The two buildings that contain the Assembly & Admin rooms and the Metalwork & Paint workshops are adjacent to each other and lie parallel to Courtenay Drive and Courtenay stream. Unfortunately the Woodwork machine shop is perpendicular to the other two buildings and still lies along the direction of greatest ground movement or ground “stretch”. This building has additional walls dividing the workshop on the 9m line which “buttress” the side walls in the event of a major earth-quake.

One of the other constraints is the need for plumbing and drains from the sinks & eye wash stations in the metal-workshop, paint shop and assembly and wood turning work-room, the latter being for the lathe operators.

We have been informed of code requirements for the number, size and type of toilet required in the complex and consequently we will need 2 toilets minimum and one of our two toilets must be a wheelchair accessible toilet with a minimum size between the walls of 1600mm x 1900mm. The two toilets connect to a small hallway of 1200mm x 1800mm.

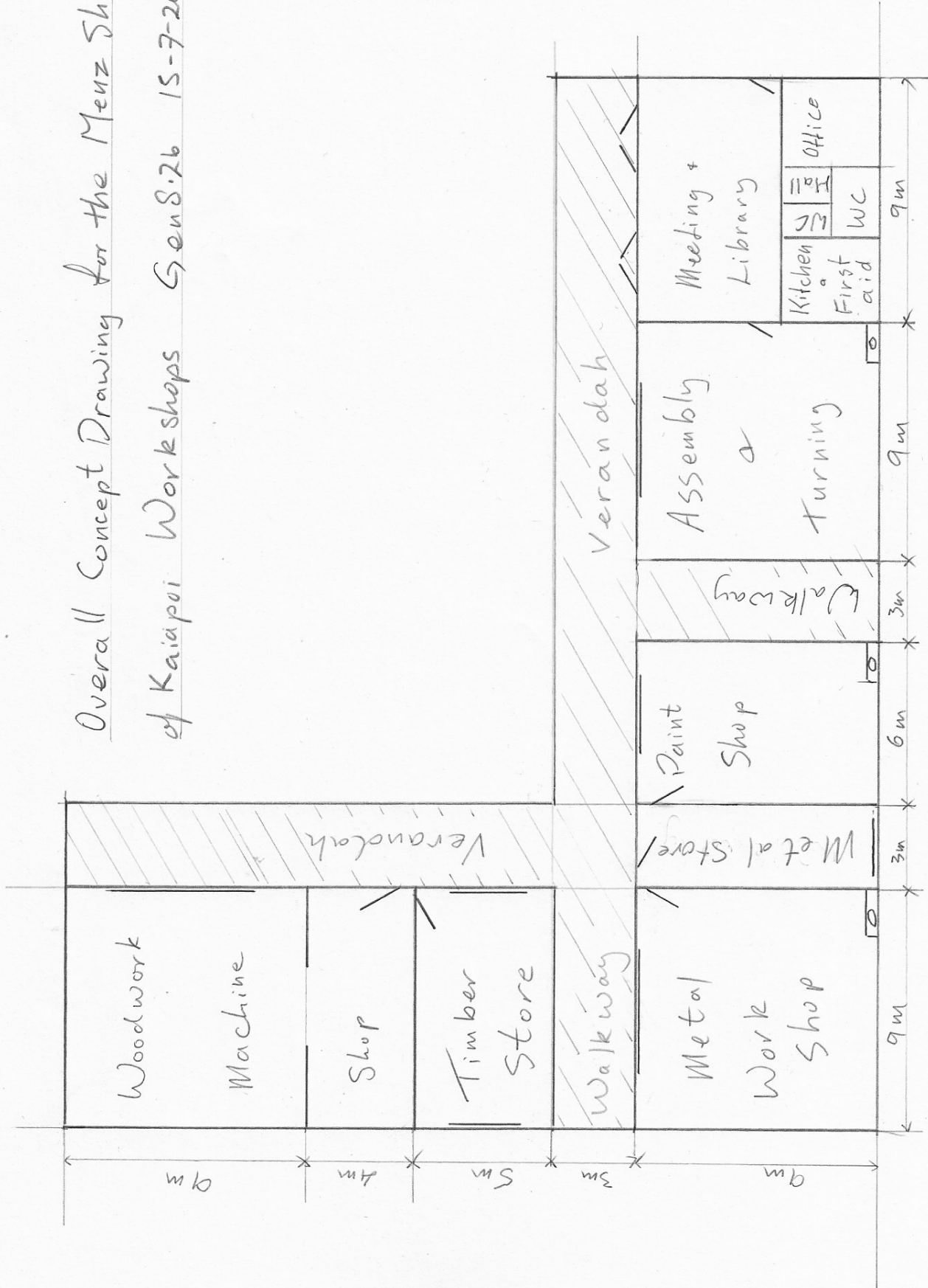
Consequently the admin building has been redesigned and reconfigured with two pairs of double doors opening onto the verandah and an access door adjacent to the office.

The buildings have a 3m high ceiling. It is envisaged that the buildings have an eave to reduce the impact of a potential “industrial look” and more in synch with modern domestic design.

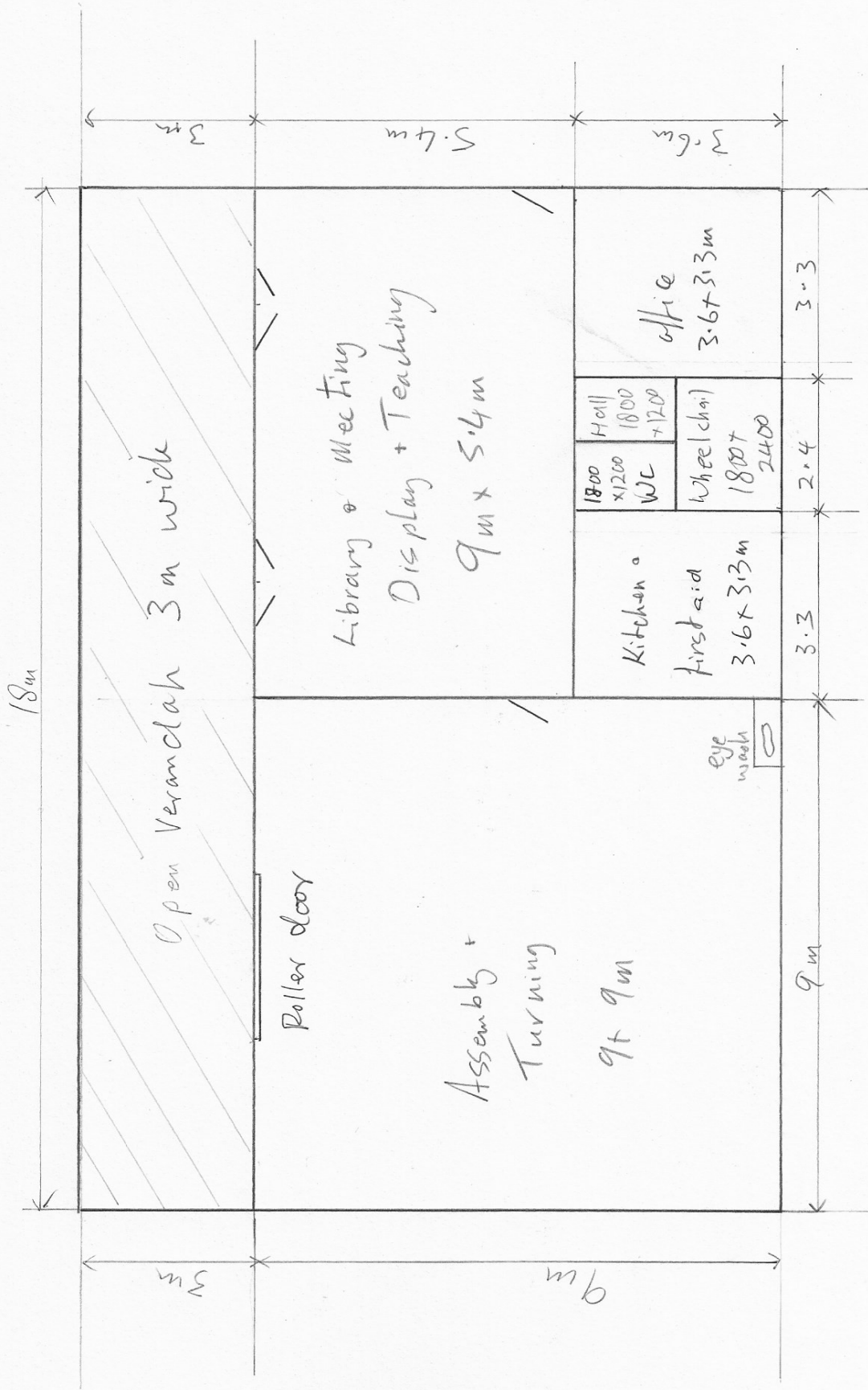
As the operation of the shed involves a continual flow of members between the different workshops and some operations are undertaken outside the workshops on fine days the buildings each have a 3m wide deck and veranda.



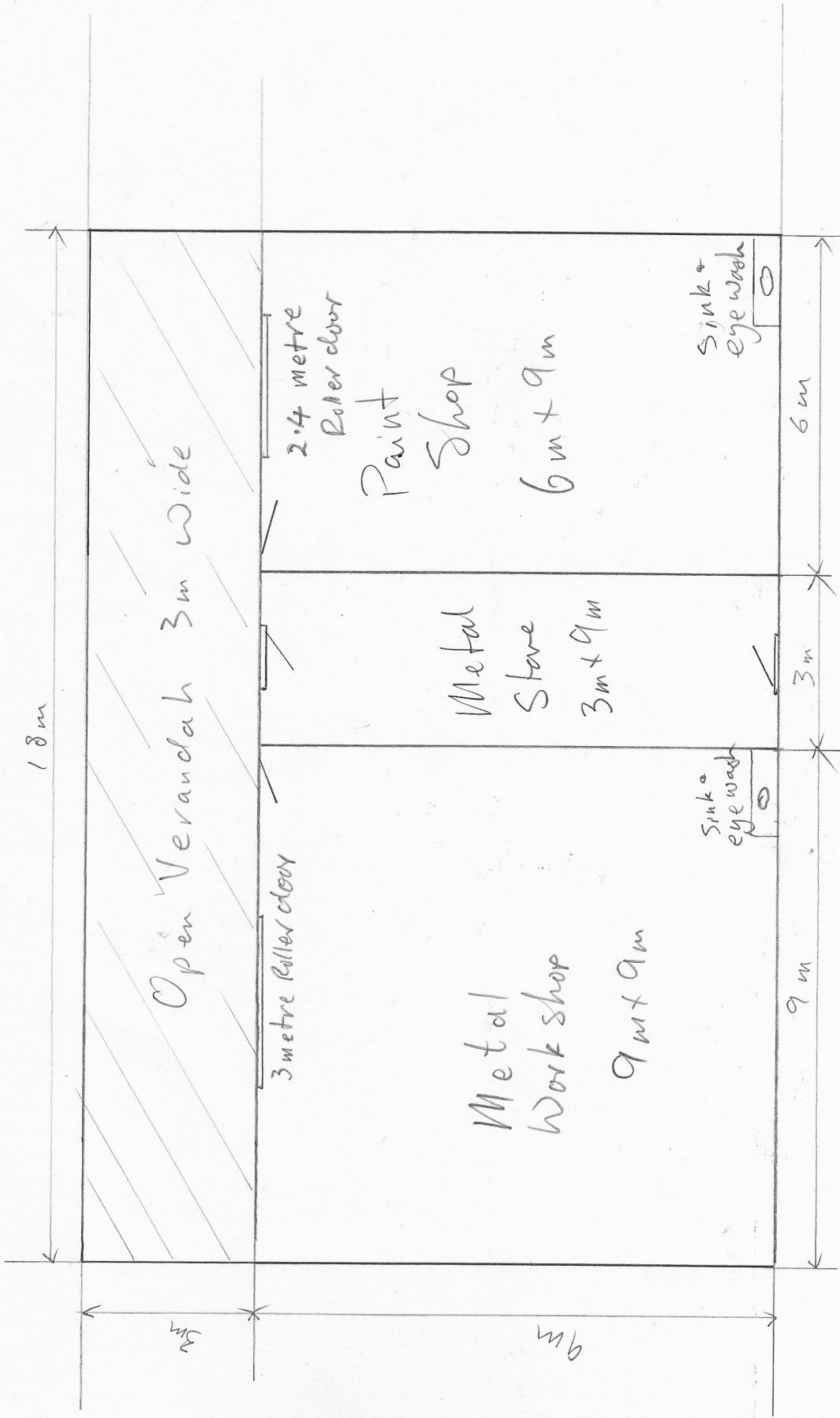
Overall Concept Drawing for the Menz Shed  
of Kaiapoi Workshops Gen 8.26 15-7-2022



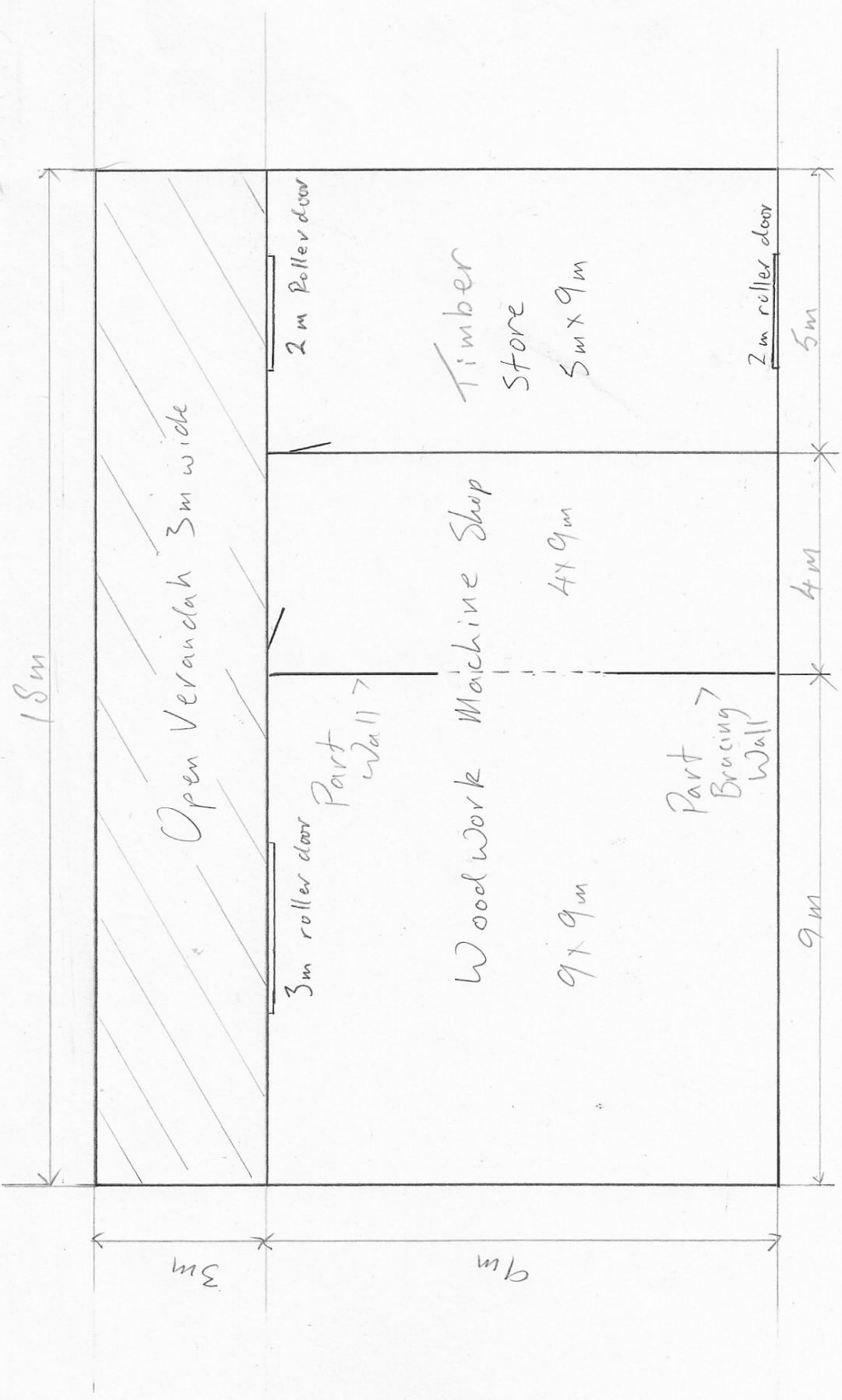
Kaipor Menz Shed - Assembly + Admin Gen 8.2.6 19-6-2022



Kaipoi Menz Shed - Metal workshop + Store + Paint Shop Gen S.2 13-6-2022



Kaipoi Menz Shed, Woodwork Machine Shop & Timber Store Cj en Sr 2 13-6-2022





# KAIAPOI MENZ SHED

## PROPOSED WORKSHOPS



### 3X NEW WORKSHOPS

#### ABOUT THE MENZ SHED DEVELOPMENT

The Hub will house a purpose built facility for MenzShed members to come together and connect. This new facility will meet their need for growth to sustain the work to support their many community wide projects, and provide a space for skill sharing and new opportunities.

#### ABOUT MENZ SHED NZ

Menz Shed shed brings men together in one community space to share their skills, have a laugh, and work on practical tasks individually (personal projects) or as a group (for the shed or community).

The sort of projects a shed tackles is entirely up to the shed concerned, however most sheds around New Zealand take on some community projects, examples of which include building playgrounds for pre-school centres, repairing toy library stock, repairing old bikes for distribution to poorer communities, building planter boxes for the main street of the local central business district, and the list goes on.

Men's sheds are an ideal place for health professionals to gain access to men who may otherwise not take as much care of themselves as they could, and many Sheds invite them to give informational talks and basic health checks at the Shed in the men's own environment where they feel the informality makes for a more relaxed atmosphere.

MENZSHED New Zealand is the body which represents and supports sheds nationwide. We aim to:

- Bring sheds together to enable them to establish relationships and collaborate where appropriate.
- Promote the concept to communities without sheds, and support groups as they go through the establishment phase – and this includes linking new groups with nearby established sheds and our team of regional representatives.
- Establish national sponsor relationships. Sheds often initiate relationships at a local level too.
- Encourage sheds to act autonomously. We encourage sheds to make their own decisions and rules but we have resources to assist.
- Operate at minimal cost to sheds. Member sheds pay a \$25.00 annual fee.
- Organise national conferences, which are currently on a two year cycle.
- Allow sheds to drive the organisation rather than the organisation driving the sheds.

SCAN QR CODE

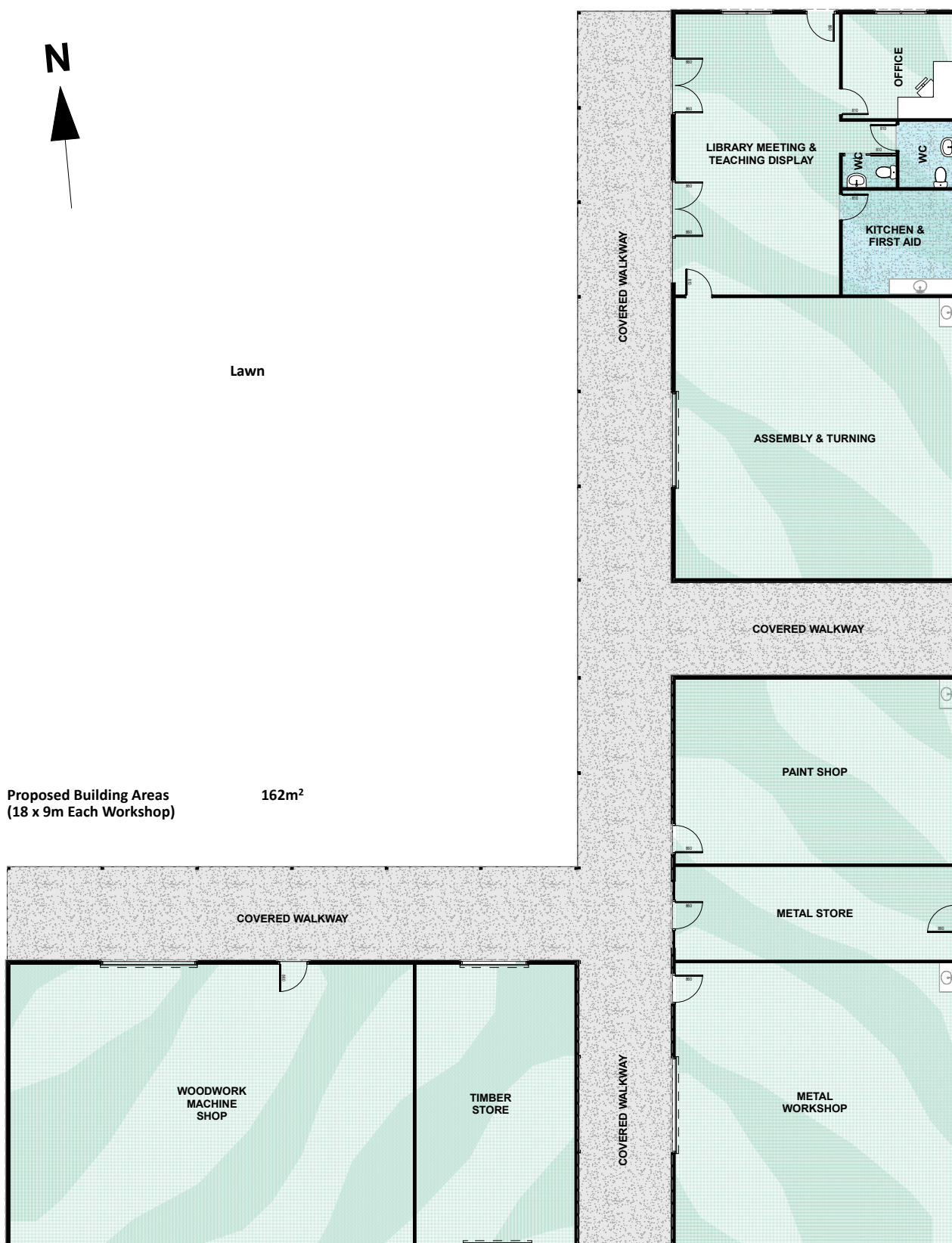


FOR WEBSITE



Lawn

Proposed Building Areas  
(18 x 9m Each Workshop) 162m<sup>2</sup>



Carpark



LINKAGES PATHWAY  
1000m<sup>3</sup> of excavated  
material to create mounds.  
Contours at 0.3m intervals

INDICATIVE  
LOCATION FOR  
POTENTIAL  
PLAYGROUND  
(Separate Budget)

FUTURE  
LEASEHOLDER  
(INDICATIVE)

FUTURE  
LEASEHOLDER  
(INDICATIVE)

FUTURE  
LEASEHOLDER  
(INDICATIVE)

0 10 20 30 40 50



**KAIAPOI COMMUNITY HUB  
LEASEHOLDERS PLAN**

DATE: 13/05/2024  
VERSION: 04  
PREPARED BY: Julie Mason  
TRIM: 230411049914

**WAIMAKARIRI DISTRICT COUNCIL****REPORT FOR DECISION**

**FILE NO and TRIM NO:** RDG-08-09-01 / 240419062979


**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD

**DATE OF MEETING:** 15 July 2024

**AUTHOR(S):** Kieran Straw – Civil Projects Team Leader  
Joanne McBride – Roading and Transport Manager

**SUBJECT:** Proposed Roading Capital Works Programme for 2024/25 and Indicative Three Year Programme

**ENDORSED BY:**  
(for Reports to Council, Committees or Boards)

  
 \_\_\_\_\_  
 General Manager

  
 \_\_\_\_\_  
 Chief Executive

**1. SUMMARY**

- 1.1 This report seek endorsement from the Community Board of the proposed 2024/25 Roading Capital Works Programme and notes the indicative three-year programme from 2025/26 to 2027/28, as shown in the tables in Attachment (i).
- 1.2 The Roading Capital Works Programme being considered are the categories where a general allocation is provided for in the Council’s Long Term Plan (LTP), where community input is beneficial to achieving the required outcomes.
- 1.3 Renewal programmes are determined following a condition assessment of assets which have reached the end of life and are due for replacement, or where infrastructure is failing to provide an adequate level of service. While part of the prioritisation process considers asset life other factors including road hierarchy, high demand areas (e.g., schools or town centre areas) are also considered.
- 1.4 All major improvement projects which are specifically listed in the Long Term Plan (LTP) are not considered within this report, as these are consulted on through the LTP process.
- 1.5 Minor safety improvements and public transport infrastructure are also included in the proposed programme.

**Attachments:**

- i. Proposed Roading Capital Works Programme for 2024-25 and Indicative Three-Year Programme (TRIM No. 240624102120)

**2. RECOMMENDATION**

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** Report No. 240419062979.
- (b) **Endorses** the attached 2024/25 DRAFT Proposed Roading Capital Works Programme (Trim No. 240624102120)
- (c) **Endorses** the indicative Roading Capital Works Programme for the 2025/26, 2026/27 and 2027/28 financial years.

- (d) **Notes** that the outcome of the National Land Transport Programme (NLTP) will not be known until September 2024, and as such it will not be known as to whether co-funding is available until that time.
- (e) **Notes** that feedback from the Community Boards, will be incorporated into the final report which is proposed to be submitted to the Utilities and Roding Committee in August 2024 for approval.

### 3. **BACKGROUND**

- 3.1 The Roding programmes being considered are for those categories where a general allocation only is provided in the Council's Long Term Plan (LTP). These categories have some flexibility and as such community input is beneficial to achieving the required outcomes.
- 3.2 Major Roding Improvement projects are not included in this report as they are specifically listed in the LTP and consulted on through the LTP.
- 3.3 Categories considered within this programme are:
- Kerb and Channel Renewal
  - Footpath Renewal
  - Minor Improvements
  - New Footpaths
  - Public Transport Infrastructure (New bus shelters & seats)
- 3.4 Other general categories such as road rehabilitation, road resealing, unsealed road re-metalling, signs renewal and street light renewal are not included as these programmes are developed purely on technical grounds and for asset condition reasons.
- 3.5 The process for finalising and approving the 2024/25 Roding capital works programme has included circulating a memo with the draft programme to the Community Boards ahead of this report. Feedback from the memo will be considered at the meeting, and agreed amendments made to the proposed programme. Following on from this, the Boards decisions will be reported back to the Utilities and Roding Committee.
- 3.6 The roding network is managed as a total network across the whole district and as such projects are prioritised district wide. Also, as the majority of expenditure on the network is subsidised by New Zealand Transport Agency Waka Kotahi, their requirements must be met to secure co-funding. Asset condition and safety are the key drivers for the programme and the aim is to minimise lifecycle costs.
- 3.7 Projects are identified in terms of the Roding Activity Management Plan and are being done to ensure the levels of service identified in the LTP are met. Asset renewal projects are identified and programmed based on asset condition to ensure that lifecycle costs, and hence the cost to the community, are minimised.
- 3.8 In developing the programmes, a range of factors are taken into account. Asset condition is the main driver for renewal projects, however other key factors are community feedback, and the coordination of the work with other programmes (such as water main renewal, drainage improvements and Utility Provider undergrounding) especially when deciding which year, a particular work should be done. As asset deterioration is gradual there is some flexibility to bring forward or delay specific projects where required.



3.9 Inputs used to develop the programmes are condition rating and inspections, RAMM reports, reports from the maintenance contractor, crash records, network safety inspections, reviews of maintenance costs, feedback from the public via service requests etc. All identified deficiencies are entered into a database, reviewed and then prioritised to fit within budget levels and to ensure they address a defined level of service issue.

3.10 Utility Authorities, the 3 Waters Team and the Greenspaces Teams are consulted to ensure there are no conflicts with their programmes and to identify possible synergies in the programmes.

### 3.11 **Condition Assessment**

To better understand the condition of the kerb and channel and footpath assets a condition rating is carried out every three years on these assets. The most recent rating was completed in 2022 to feed into the 2024/34 Road Asset Management Plan and the Long Term Plan. The next condition rating is due to be completed in 2025.

### 3.12 **Kerb and Channel Replacement**

Kerb and channel replacement is primarily focussed on the replacement of old-style dished channels which are in a poor or very poor condition. This is subject to the kerb and channel warranting replacement and meeting NZTA requirements. In many cases the footpath is replaced at the same time as the kerb and channel, however this only occurs where the footpath condition also warrants the renewal. Some old kerb and flat channels are in poor condition, and these will be included in the programme as required.

The kerb and channel replacement are prioritised district-wide and the condition of the channel must be such that replacing it is the lowest maintenance cost treatment. Waka Kotahi has reasonably strict requirements that have to be met in order for the work to qualify for financial assistance, such that the poor condition of the channel is resulting in damage to the carriageway due to water ingress. Replacement for aesthetic reasons only will not be approved by Waka Kotahi.

There are a number of kerb & channel renewal identified for replacement in Kaiapoi over the next four years.

### 3.13 **Footpath Renewals**

This category is for the resurfacing and reconstruction of footpaths. The programme is determined by the footpath surface condition, and the purpose is to provide safe and comfortable footpaths and to minimise lifecycle costs.

As mentioned above all footpaths were condition rated in 2022. From this rating the worst condition streets were identified and inspected. From that inspection and taking into account community feedback and other programmes. Including the previous approved programme, the draft renewal programme has been developed.

The footpath renewal programme is coordinated with the kerb and channel programme to ensure the end of the footpath life coincides with the end of the kerb and channel life so replacement can be done at the same time. This offers more options to design a comprehensive street upgrade when the renewal takes place. The next condition rating assessment is due to be undertaken in 2025.

### 3.14 Minor Improvements Programme

For the minor improvement programme, safety is the main factor considered.

This programme has some flexibility and opportunities exist to carry out a range of safety related improvement works. The proposed programme includes a number of safety issues and concerns that have been raised through various avenues and feedback from the Board(s) is an important input in confirming this programme.

### 3.15 New Footpaths

This programme looks to install new footpaths in urban areas where there currently are none. A programme has been developed and prioritised and delivery of these new paths are continuing. The Programme for 2024/25 has been approved by Council and funding brought forward as part of the Long Term Plan to allow for both Lees Road (Kaiapoi) and East Belt (Rangiora) to be delivered in 2024/25.

It is also noted that staff are continuing to work through options with Council on the delivery of shared paths which had been previously agreed under the Transport Choices funding, which was subsequently withdrawn. This includes the Woodend to Ravenswood connection. Once the outcome of the National Land Transport Programme funding application is known, a further report will be taken to Council.

### 3.16 Public Transport Infrastructure

There are planned improvements within the Kaiapoi-Tuahiwi ward area for public transport over the next 4 years.

In the 2024/25 financial year new Real Time display units are to be installed at each of the Kaiapoi Park and Ride sites, and two new bus shelters are to be installed on Ohoka Road.

## 4. ISSUES AND OPTIONS

4.1. The draft programme was presented to the Community Board by way of memo (refer to attachment i.), and feedback will be considered, and if agreed it can be incorporated into the programme where possible. This will then be included within the report to the Utilities and Roading Committee when they consider approval of the programme in August 2024. This will allow for work to proceed promptly in September once the outcome of the National Land Transport Programme (NTLP) is known.

4.2. The indicative three-year programme for the following three years is more flexible and as it is reviewed annually to allow consideration of programme delays, any emerging issues and to provide an opportunity to make changes to this programme.

4.3. The following options are available to the Board:

4.3.1. Option One – Endorse the Proposed Programme as Recommended:

Feedback presented from this meeting will be incorporated into a revised programme, which will be presented to Utilities and Roading Committee for approval.

This is the recommended option as it allows the draft programme to be taken to Utilities & Roading Committee and for work to begin on planning / design for projects early in the new financial year.

4.3.2. Option Two – Decline the Recommendation and ask Staff to make further changes:

This is not the recommended option as staff have spent considerable time reviewing these programmes of works and confirming that this programme is not in clashes with other Council programmes.

#### 4.4. **Implications for Community Wellbeing**

There are implications on community wellbeing by the issues and options that are the subject matter of this report.

The programmes contribute directly to public transport, safety and meeting levels of service, all of which have an impact of the Community.

4.5. The Management Team has reviewed this report and support the recommendations.

### 5. **COMMUNITY VIEWS**

#### 5.1. **Mana whenua**

Te Ngāi Tūāhuriri hapū are likely to be affected by or have an interest in the subject matter of this report.

Staff will liaise with Te Ngāi Tūāhuriri in regards to specific projects within the programme as required.

#### 5.2. **Groups and Organisations**

There are groups and organisations likely to be affected by, or to have an interest in the subject matter of this report. Where individual projects are agreed upon, then the appropriate groups and residents will be consulted with.

#### 5.3. **Wider Community**

The wider community is likely to benefit from these safety improvements, improved infrastructure, and installation of shelters. Improved safety reduces the risk of harm to the public. Safety, Public transport and renewal of infrastructure supports the whole community.

Renewal of infrastructure results in a good level of service for the community and reduces the risk of failure which could put the Community at risk. Providing shelter at bus stops increases the appeal of catching the bus and reduces congestion for other road users.

Staff will communicate impacts with directly affected residents as required.

### 6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

#### 6.1. **Financial Implications**

There are no financial implications of the decisions sought by this report. Programmes are set to meet budget allocations for each category.

This budget is included in the Long Term Plan. It is also noted that the budgets included in the attached proposed programme exclude inflation and that the Long Term Plan budget figures include inflation.

#### 6.2. **Sustainability and Climate Change Impacts**

The recommendations in this report do have sustainability and/or climate change impacts. Providing good quality assets such as footpaths encourages alternate modes such as walking. Increased Public Transport use has the impact of reducing carbon emissions.

#### 6.3. **Risk Management**

There are risks arising from the adoption/implementation of the recommendations in this report.

There is a risk that the programme may not meet expectations. This is mitigated by ensuring public feedback is taken into consideration when developing the programme.

The programme is also circulated to the Community Boards and feedback is sought.

#### 6.4 **Health and Safety**

There are health and safety risks arising from the adoption/implementation of the recommendations in this report.

Any contractors undertaking condition assessment or physical works contracts will be required to be SiteWise registered and meet minimum score requirements appropriate for the risk of the work being undertaken.

### 7. **CONTEXT**

#### 7.1. **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

#### 7.2. **Authorising Legislation**

The Land Transport Act is relevant to this matter.

#### 7.3. **Consistency with Community Outcomes**

The Council's community outcomes are relevant to the actions arising from recommendations in this report.

***There is a safe environment for all.***

- Harm to people from natural and man-made hazards is minimised.

***Transport is accessible, convenient, reliable and sustainable.***

- The standard of our District's roads is keeping pace with increasing traffic numbers.
- Communities in our District are well linked with each other, and Christchurch is readily accessible by a range of transport modes.
- Public transport serves our District effectively.

#### 7.4. **Authorising Delegations**

The Kaiapoi-Tuahiwi Community Board has delegation to receive this report. The Utilities and Roading Committee has the delegation to approve works that are within the Council budgets.

**Proposed Roading Capital Works Programme for Community Boards - 2024/25 and three indicative years**

Project Name	Side	Town	24/25	25/26	26/27	27/28
			Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
<b>Kerb and Channel Renewal</b>						
Professional Fees			\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000
Charles Street (Outside Paris for the Weekend)	West	Kaiapoi	\$ 20,000			
Alfred St (Victoria St - Ivory St)	South	Rangiora	\$ 45,000	-	-	
Ashgrove St (Seddon St - No.62)	East	Rangiora	\$ 120,000	-	-	
Akaroa Street (Hugh St - Ashley Pl )	Both	Kaiapoi	\$ 245,000	-	-	
Leech Pl (Bush St - end)	North	Rangiora	-	\$ 30,000	-	
Thorne Pl (Ivory St - end)	South	Rangiora	-	\$ 30,000	-	
Green St (Johns Rd - 22)	East	Rangiora	-	\$ 115,000	-	
Akaroa Street (Ashley Pl - Alpine Ln)	Both	Kaiapoi	-	\$ 140,000	-	
Seddon St (White St to Ayers St)	North	Rangiora	-	\$ 55,000	-	-
Seddon St (Kinley St to White St)	South	Rangiora	-	\$ 30,000	-	-
White St (Johns Rd - Palmer St)	East	Rangiora	-	\$ 40,000	-	-
Otaki St (Ohoka Rd - Broom St / no. 21)	East	Kaiapoi	-	-	\$ 70,000	-
Otaki St (Ohoka Rd - Broom St / no. 21)	West	Kaiapoi	-	-	\$ 135,000	-
Johns Rd (Green St - Bush St)	South	Rangiora	-	-	\$ 12,000	-
Johns Rd (Bush St - King St)	South	Rangiora	-	-	\$ 60,000	-
Denchs Rd (Southbrook Rd - New Life School)	North	Rangiora	-	-	\$ 50,000	-
Edward St, No. 14 - Wales St	East	Rangiora	-	-	-	\$ 165,000
Bush St (South Belt - no. 29 - Kindergarten)	West	Rangiora	-	-	-	\$ 125,000
Bush St (Charles St - Watson Pl)	West	Rangiora	-	-	-	\$ 45,000
Kingsbury Ave (Windsor Crt - Regent Ave) - V Channel	South	Rangiora	-	-	-	\$ 50,000
Other Commitments			\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
To be Allocated			\$ 10,907	\$ 907	\$ 113,907	\$ 55,907
<b>Value of Work Programmed</b>			\$ 560,000	\$ 570,000	\$ 457,000	\$ 515,000
<b>Total Available Budget (including fees)</b>			<b>\$ 570,907</b>	<b>\$ 570,907</b>	<b>\$ 570,907</b>	<b>\$ 570,907</b>

			24/25	25/26	26/27	27/28
Project Name	Side	Town	Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
<b>Footpath Renewal</b>			<b>24/25</b>	<b>25/26</b>	<b>26/27</b>	<b>27/28</b>
Professional Fees			\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Alfred St (Victoria St - Ivory St) - with kerb & channel	South	Rangiora	\$ 25,000	-	-	-
Charles Street (outside Paris for the Weekend)	West	Kaiapoi	\$ 25,000	-	-	-
Princess Pl (Smith St - end)	East	Kaiapoi	\$ 47,000	-	-	-
Grove Pl (Kingsbury Ave - Rex Pl, including walkway)	East	Rangiora	\$ 27,000	-	-	-
Ashgrove St (Seddon St - No.62) - with kerb and channel	East	Rangiora	\$ 55,000	-	-	-
Akaroa Street (Hugh St - Ashley Pl ) - with kerb and channel	Both	Kaiapoi	\$ 102,000	-	-	-
Blackett Street (north-east quadrant at King Street roundabout - No. 216 King St )	North	Rangiora	\$ 15,000	-	-	-
Fraser Pl (No. 2 - end)	South	Rangiora	\$ 20,000	-	-	-
Ashley St (Jennings Pl - No. 71/73)	West	Rangiora	\$ 70,000	-	-	-
Parkhouse Dr (Treffers Ave-End)	West	Rangiora	\$ 53,000	-	-	-
Treffers Ave (Johns Rd - Parkhouse Dr)	West	Rangiora	\$ 30,000	-	-	-
Kippenberger Ave (East Belt - end)	North	Rangiora	\$ 60,000	-	-	-
Wilson Dr (Mill Rd - end)	East	Rangiora	\$ 35,000	-	-	-
Victoria St (No. 67 - Alfred)	West	Rangiora	-	\$ 22,000	-	-
Leech Pl (Bush St - end) - with kerb and channel	North	Rangiora	-	\$ 20,000	-	-
Green St (Johns Rd - No. 22) - with kerb and channel	East	Rangiora	-	\$ 40,000	-	-
Akaroa Street (Ashley Pl - Alpine) - with kerb & channel	Both	Kaiapoi	-	\$ 60,000	-	-
Kingsbury Ave (Windsor Crt- Regent Ave)	North	Rangiora	-	\$ 20,000	-	-
Seddon St (White St to Ayers St) - with kerb & channel	North	Rangiora	-	\$ 25,000	-	-
Seddon St (Kinley St to White St) - with kerb & channel	South	Rangiora	-	\$ 20,000	-	-
Williams Street (Beach to No 232)	East	Kaiapoi	-	\$ 10,000	-	-
Park St (High St - end)	West	Rangiora	-	\$ 40,000	-	-
Holcroft Crt (Seddon St- End)	Both	Rangiora	-	\$ 40,000	-	-
Courtenay Dr (Stone St - Williams St)	North	Kaiapoi	-	\$ 30,000	-	-
Burt St (Albert - Ashley)	Both	Rangiora	-	\$ 35,000	-	-
White St (Seddon St - Kingsbury Ave)	West	Rangiora	-	\$ 75,000	-	-
Upper Sefton Rd (no. 537- Railway St)	North	Sefton	-	\$ 35,000	-	-
Thorne Pl (Ivory St - end) - with kerb & channel	South	Rangiora	-	\$ 15,000	-	-
White St (Johns to Palmers) - with kerb & channel	East	Rangiora	-	\$ 20,000	-	-
Otaki St (Ohoka Rd to Broom St / no. 21) - with kerb & channel	West	Kaiapoi	-	-	\$ 40,000	-
Johns Rd (Green St - Bush St) - with kerb & channel	South	Rangiora	-	-	\$ 45,000	-
Johns Rd (Bush St - King St) - with kerb and channel	South	Rangiora	-	-	\$ 30,000	-
Blackett St (Ashley St to Railway)	North	Rangiora	-	-	\$ 20,000	-
Hewitts Rd (Appleton Pl - No. 27/29)	South	Woodend	-	-	\$ 50,000	-
Hewitts Rd (Woodglenn Dr - Appleton Pl)	South	Woodend	-	-	\$ 30,000	-
Fuller St (Peraki St - No. 65)	South	Kaiapoi	-	-	\$ 50,000	-
Buckleys Rd (45-63)	West	Rangiora	-	-	\$ 20,000	-
Denchs Rd (Southbrook Rd - New Life School) (Opp. Marshall Rd) - with kerb & channel	North	Rangiora	-	-	\$ 25,000	-

			24/25	25/26	26/27	27/28
Project Name	Side	Town	Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
Edward St, No. 14 - Wales St	East	Rangiora	-	-	-	\$ 15,000
Bush St (Charles St - Watson Pl) - with kerb & channel	West	Rangiora	-	-	-	\$ 30,000
Bush St (South Belt - no. 29 - Kindergarten) - with kerb & channel	West	Rangiora	-	-	-	\$ 60,000
To be Allocated			\$ 6,061	\$ 63,061	\$ 260,061	\$ 465,061
<b>Value of Work Programmed</b>			\$ 604,000	\$ 547,000	\$ 350,000	\$ 145,000
<b>Total Available Budget (including fees)</b>			<b>\$ 610,061</b>	<b>\$ 610,061</b>	<b>\$ 610,061</b>	<b>\$ 610,061</b>

			24/25	25/26	26/27	27/28
Project Name	Side	Town	Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
<b>Minor Improvement Projects</b>						
<b>Lighting</b>						
Oxford Lighting Deficiencies		Oxford	\$ 40,000	-	-	-
Oxford Lighting Deficiencies (includes carry-over from 2023/24)		Oxford	\$ 20,000	-	-	-
High Street Pedestrian Crossing Lighting		Rangiora	-	\$ 30,000	-	-
Easterbrook / Fernside Rd		Fernside	-	-	\$ 25,000	-
Harewood Rd / South Eyre Road		Oxford	-	-	-	\$ 25,000
Other Lighting Projects (TBC)		Oxford	-	-	-	-
<b>Intersection Improvements</b>						
Harleston Rd / Broad Rd Intersection		Sefton	\$ 50,000	-	-	-
South Eyre Rd / Browns Rd		Swannanoa	\$ 40,000	-	-	-
Tram Rd / Earlys Rd Splitter Island		West Eyreton	\$ 40,000	-	-	-
Swamp / Hodgsons / Stonyflat		Loburn	-	\$ 50,000	-	-
North Eyre Rd / Logan Road		Mandeville	-	\$ 50,000	-	-
Birch Hill Road / Bald Hills Road		Okuku	-	-	\$ 50,000	-
Easterbrook Rd / Fernside Rd		Fernside	-	-	\$ 50,000	-
Ashley Road / Summer Hill Road		Cust	-	-	-	\$ 50,000
Ashley Gorge Road / Glentui Bush		Glentui	-	-	-	\$ 50,000
Budget to be Allocated			-	\$ 30,000	\$ 30,000	\$ 30,000
<b>School Safety Project</b>						
Kaiapoi North School (includes carry-over from 2023/24)		Kaiapoi	\$ 90,000	-	-	-
Rangiora High School		Rangiora	\$ 50,000	-	-	-
Clarkville School (Carry Over)		Clarkville	\$ 40,000	-	-	-
Pegasus School (Solander Road)		Pegasus	-	-	\$ 40,000	-
Other School Projects (TBC)			-	\$ 25,000	\$ 20,000	\$ 50,000
<b>Speed Treatments</b>						
Cosgrove Street Traffic Calming		Kaiapoi	\$ 25,000	-	-	-
Oxford Speed Thresholds		Oxford	-	\$ 40,000	\$ 40,000	-
Other Speed Projects TBC			-	-	-	-
<b>Minor Works</b>						
Milton Ave Entrance to Rangiora - Speed Treatment		Rangiora	\$ 30,000	-	-	-
Speed Indicator Signage - Ground Sockets		Various	\$ 10,000	-	-	-
Ashley Street footpath outside cemetery		Rangiora	-	\$ 20,000	-	-
Soverign Palms & Arlington - Roundabout Signage		Kaiapoi	-	-	-	\$ 25,000
Ford Signage		Various	\$ 15,000	\$ 20,000	\$ 20,000	-
Blacket St Median		Rangiora	-	-	-	\$ 30,000
Other Minor Works			\$ 10,000	-	\$ 20,000	\$ 50,000



			24/25	25/26	26/27	27/28
Project Name	Side	Town	Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
<b><u>Walking and Cycling Projects</u></b>						
East Belt Footpath (Grey View Pl to Kippenberger)		Rangiora	\$ 35,000	-	-	
Rangiora Roundabouts Pedestrian Improvements		Rangiora	\$ 40,000	\$ 20,000	\$ 20,000	-
King Street Pedestrian Cut-downs (at George St)		Rangiora	\$ 15,000	-	-	-
Pegasus Bay Cycle Trail - On Road Connections Signage		Various	\$ 10,000	-	-	-
Rangiora Town Centre Pedestrian Crossings		Rangiora	\$ 20,000	-	\$ 20,000	-
South Belt Pedestrian Refuge		Rangiora	\$ 25,000	-	-	-
South Belt - Ped Refuge (Btwn Southbrook / King St)		Rangiora	-	\$ 20,000	-	-
Woodend Footpath Improvements (widening)		Woodend	-	\$ 40,000	-	-
Pegasus Footpath Connections		Pegasus	-	\$ 30,000	-	-
Southbook Cycle Lane Safety Improvements - Delineation		Rangiora	-	-	\$ 20,000	-
Peraki St / Carew St Ped Cutdowns		Kaiapoi	-	-	\$ 15,000	-
Pegasus Cycle Lanes at roundabouts		Pegasus	-	-	\$ 20,000	\$ 50,000
Sneyd / Cosgrove St Ped Cutdowns		Kaiapoi	-	-	-	\$ 15,000
Other Walking & Cycling Projects			-	-	-	\$ 50,000
<b><u>Roadside Hazard Removal</u></b>						
Dixons Rd - Guardrail (RP1125) - includes carry over from 2023/24		Loburn	\$ 290,000	\$ 200,000	-	-
Dixons Rd - Bridge 2802 (RP2540)		Loburn	-	-	\$ 200,000	-
Upper Sefton Rd- Remove Concrete Headwall (RP9490)		Sefton Rural	-	-	-	\$ 200,000
<b><u>High Risk Intersection treatments</u></b>						
Oxford Road - Mertons Road - Plasketts Road			\$ 20,000			
South Eyre Road / Poyntz Road			\$ 20,000			
South Eyre Road / Two Chain			\$ 20,000			
Tram Road / No. 10 Road			\$ 20,000			
Tram Road / South Eyre Rd / Giles Road			\$ 40,000			
Depot Road / Woodstock Road			\$ 20,000			
Mill Road / Ashworths Road			\$ 20,000			
Two Chain Road / Swannanoa Road / Boundary Road / Main Drain Road			\$ 20,000			
Tram Road / Earlys Road			\$ 20,000			
To be allocated				\$ 200,000	\$ 180,000	\$ 180,000
<b><u>Cattle Underpass</u></b>						
Underpasses to be allocated			-	-	-	-
Budget to be Allocated			\$ 6,728	-	\$ 5,000	\$ 15,000
<b>Value of Work Programmed</b>			\$ 1,095,000	\$ 775,000	\$ 770,000	\$ 805,000
<b>Approved Annual Budget</b>			<b>\$ 1,101,728</b>	<b>\$ 775,000</b>	<b>\$ 775,000</b>	<b>\$ 820,000</b>

			24/25	25/26	26/27	27/28
Project Name	Side	Town	Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
<b>New Footpaths</b>						
Lees Road (Williams St to west of Bayliss Dr)		Kaiapoi	\$ 135,000	-	-	-
East Belt (north of Wales to Coldstream)		Rangiora	\$ 155,000	-	-	-
Chinnerys Road (Reserve east entrance – Woodglen Dr) – west side		Woodend	-	-	\$ 70,000	-
Redwood Place (Start to end)		Oxford	-	-	\$ 30,000	-
Ranfurly Street (Dale St to Cridland St) – east side		Kaiapoi	-	-	-	\$ 60,000
Matai Place (Start to end)		Oxford	-	-	-	\$ 40,000
Knight Street (Start to end)		Oxford	-	-	-	-
Woodfield Place (Start to end)		Woodend	-	-	-	-
Church Street - Past Anglican Church		Rangiora	-	-	-	-
To be allocated			\$ 54,800	-	-	-
<b>Value of Work Programmed</b>			\$ 290,000	-	\$ 100,000	\$ 100,000
<b>Total Available Budget (including fees)</b>			<b>\$ 344,800</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
* 2024/25 footpath programme has been approved by Council						

			24/25	25/26	26/27	27/28
Project Name	Side	Town	Proposed Programme	Indicative Programme	Indicative Programme	Indicative Programme
<b>Bus Shelter Programme</b>						
Pegasus Main St near Motu - Real Time Display		Pegasus	\$ 15,000	-	-	
Northern Park and Ride (River Rd) - Real Time Display		Rangiora	\$ 15,000	-	-	
Kaiapoi Central Park and Ride - Real Time Display		Kaiapoi	\$ 15,000	-	-	
South Blt near Bush St - Real Time Display		Rangiora	\$ 15,000	-	-	
Kaiapoi South Park & Ride - Real Time Display		Kaiapoi	\$ 15,000	-	-	
Ohoka Rd (Kaiapoi High School) - north		Kaiapoi	\$ 20,000	-	-	
Ohoka Rd (Kaiapoi High School) - south		Kaiapoi	\$ 20,000	-	-	
Bush St (near Watson Pl)		Rangiora	-	\$ 20,000	-	
Main North Rd (near Hewitts Rd)		Kaiapoi	-	\$ 20,000	-	
Williams St (near Davies St)		Kaiapoi	-	\$ 20,000	-	
Main North Rd (near School Rd)		Woodend	-	\$ 20,000	-	
Pegasus Blvd near Pegasus Main St - Real Time Display		Pegasus	-	\$ 15,000	-	
West Belt at BUPA Retirement Home		Rangiora	-	\$ 20,000	-	-
Island Rd (near Barnard St)		Kaiapoi		\$ 20,000	-	
King St (near Seddon St)		Rangiora		\$ 20,000	-	
Pegasus Blvd near SH1		Pegasus		\$ 20,000	-	
Kaiapoi (opposite McDonalds) - Real Time Display		Kaiapoi			\$ 15,000	
Southbrook Rd (near Coronation St)		Rangiora	-	-	\$ 15,000	-
Williams St near Coups - east		Kaiapoi			\$ 20,000	-
Williams St near Ohoka Rd - east		Kaiapoi			\$ 20,000	-
Main North Rd near Holland Dr (east)		Kaiapoi			\$ 20,000	-
High St near King St (north)		Rangiora			\$ 20,000	-
Pegasus Blvd (north) - near infinity		Pegasus			\$ 20,000	-
Main North Road (near Williams Street) - 42260		Kaiapoi			\$ 20,000	
Main North Rd near Holland Dr (east)		Kaiapoi			\$ 20,000	
Adderly Tce near Sneyd St		Kaiapoi			\$ 20,000	-
Ashley St near Coldstream Rd (west)		Rangiora	-	-		\$ 20,000
Ashley St near River Rd (west)		Rangiora				\$ 20,000
Main North Rd (north of Woodend Rd (west)		Woodend				\$ 20,000
Main North Road (near Williams Street) - 42241		Kaiapoi				\$ 20,000
To be allocated			\$ 10,000	\$ 25,000	\$ 10,000	\$ 45,000
<b>Value of Work Programmed</b>			\$ 115,000	\$ 175,000	\$ 190,000	\$ 80,000
<b>Approved Annual Budget (including fees)</b>			<b>\$ 125,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 125,000</b>

**WAIMAKARIRI DISTRICT COUNCIL****REPORT OR DECISION**

**FILE NO and TRIM NO:** GOV-26-08-06 / 240520080329

**REPORT TO:** KAIAPOI-TUAHIWI COMMUNITY BOARD

**DATE OF MEETING:** 15 July 2024

**AUTHOR(S):** Kay Rabe, Governance Advisor

**SUBJECT:** Applications to the Kaiapoi-Tuahiwi Community Board's 2024/25 Discretionary Grant Fund

**ENDORSED BY:**  
(for Reports to Council, Committees or Boards)




General Manager
 Chief Executive

**1. SUMMARY**

1.1 The purpose of this report is to consider the following three applications for funding received from:

Name of Organisation	Purpose	Amount requested
Waimakariri United Football Club	Towards bibs for their Mainland competition teams	\$856
R13 Youth Development Trust	Towards art supplies for Art Therapy sessions	\$600
Community Wellbeing North Canterbury Trust	Towards the purchase of a digital media screen	\$600
<b>Total:</b>		<b>\$2,056</b>

Attachments:

- i. Application from Waimakariri United Football Club (Trim Ref. 240522082462).
- ii. Application from R13 Youth Development Trust (Trim Ref. 240617097685).
- iii. Application from Community Wellbeing North Canterbury Trust (Trim Ref: 240617098002).
- iv. A spreadsheet showing the previous two years' grants.
- v. Board funding criteria 2024/25. (Trim Ref: 210603089725).

**2. RECOMMENDATION**

**THAT** the Kaiapoi-Tuahiwi Community Board:

- (a) **Receives** report No. 240520080329.
- (b) **Approves** a grant of \$..... to the Waimakariri United Football Club towards purchasing bibs for their Mainland competition teams.

**OR**

- (c) **Declines** the application from the Waimakariri United Football Club.

- (d) **Approves** a grant of \$..... to the R13 Youth Development Trust for art supplies for Art Therapy sessions.
- OR**
- (e) **Declines** the application from the R13 Youth Development Trust.
- (f) **Approves** a grant of \$..... to the Community Wellbeing North Canterbury Trust towards the purchase of a digital media screen.
- OR**
- (g) **Declines** the application from the Community Wellbeing North Canterbury Trust.

### 3. **BACKGROUND**

- 3.1 The **Waimakariri United Football Club** seeks funding to purchase bibs.
- 3.2 The **R13 Youth Development Trust** seeks funding to purchase art supplies to support art therapy sessions.
- 3.3 The **Community Wellbeing North Canterbury Trust** is seeking funding towards purchasing a digital media screen for the Karanga Mai Early Learning Centre for educational purposes.
- 3.4 The current balance of the Board's 2024/25 Discretionary Grant fund is \$8,600.

### 4. **ISSUES AND OPTIONS**

#### **Waimakariri United Football Club (the Club)**

#### 4.1 Information provided by the Club:

- 4.1.1 The Club was formed in December 2008 following the merger of the Rangiora Football Club, the Kaiapoi Town Association Football Club and North Canterbury United. Since then, many of its top competition-grade teams have finished in the top three and won several leagues. The Club continues to grow and regularly competes in South and North Island Tournaments. In 2015, the Club achieved entry into the Women's Premier League, proving the Club has a substantial development programme for junior girls.
- 4.1.2 The Club has 904 registered players, with 481 members based at Kendal Park. The Club is seeking funding to buy bibs for its Kaiapoi-based in-house teams. Bibs allow players to identify teammates during games and training drills, eliminating confusion, improving communication, and assisting coaches. The bibs are made of breathable material that provides proper ventilation, ensuring players do not overheat.
- 4.1.3 The bibs are estimated to cost \$1,776, and the purchase will be made even if this application is unsuccessful.

#### 4.2 Council Evaluation:

- 4.2.1 The Club's application for \$856 complies with the Board's Discretionary Grant Application Criteria, as it is from a local sports club. This is the first time the Club has applied to the Board for funding. However, the Club has also applied to the Rangiora-Ashley Community Board for \$920 towards bibs for the teams that play at Maria Andrews Park in Rangiora. The Rangiora-Ashley Community Board will be considering its application on 10 July 2024.
- 4.2.2 Grants are generally limited to \$750, with a maximum of \$1,000 in any financial year. However, groups can apply twice a year, provided it is for different projects. The Board can consider granting more than \$750 in exceptional circumstances, provided detailed reasons for exceeding the present limit are provided.

### **R13 Youth Development Trust (*the Trust*)**

#### **4.3 Information provided by the Trust:**

- 4.3.1 The Trust is a non-governmental organisation set up in 2009 which provides a range of free services to improve the quality of life of at-risk youth, youth offenders and their whānau in the wider North Canterbury region. The Trust supports young people aged between 10 and 20 in finding opportunities for growth and wellbeing. The Trust aims to enhance the dignity and quality of life for young people, their whānau, and their community by eliminating barriers to opportunity and assisting them in reaching their fullest potential. Some of the wrap-around services include mentoring, restorative justice and a family harm programme.
- 4.3.2 The Trust is seeking funding to purchase art supplies to support its art therapy sessions. This initiative is expected to benefit approximately 1,000 people which include the families and friends of the youth people attending the sessions. The art sessions will allow young people to set goals and objectives by creating a scrapbook detailing their journey with the Trust. This is a meaningful, hands-on way of assisting them to see the positive outcomes they have achieved and to communicate that with their peers. This initiative will also engage and motivate them, keeping them out of trouble and giving them an opportunity to express themselves.
- 4.3.3 The project is estimated to cost \$600, and if this application is not successful, the resources will still be purchased to allow the therapy sessions to continue.

#### **4.4 Council Evaluation:**

- 4.4.1 The Trust's application for \$600 complies with the Board's Discretionary Grant Application Criteria as it is from a not-for-profit organisation. This is the second time the Trust has applied for funding; the first was in April 2023, when the Board granted the Trust \$500 towards sports and kitchen equipment and a new printer. However, in July 2019, the Rangiora-Ashley Community Board granted the Trust \$500 towards the hosting of Community Youth Programmes. The required Accountability Forms were received.

### **Community Wellbeing North Canterbury Trust (*the Trust*)**

#### **4.5 Information provided by the Trust:**

- 4.5.1 For more than 30 years, the Trust has been working to create a resilient North Canterbury community by providing free social and community services. The Trust began in 1988 as the Kaiapoi Community Development Trust; however, in the 1990s, the Trust expanded its scope to include the whole Waimakariri District and became known as the Waimakariri District Community Development Trust. In 2010, the Trust became the Wellbeing North Canterbury Community Trust to better reflect the scope of its service delivery, which had expanded to encompass both the Waimakariri and Hurunui Districts. The Trust is governed by a Board comprising of representatives from across North Canterbury.
- 4.5.2 The Trust is seeking funding to purchase a digital media screen to be used for educational purposes for the Karanga Mai Early Learning Centre in Kaiapoi (the Centre). The Centre is one of the Trust's initiatives for supporting local families, whānau and individuals to reach their full potential through free wellbeing services.
- 4.5.3 The Centre has a current role of 35 children who enjoy the interaction and learning a digital media screen provides, using it to explore short documentaries about the world, learning and cultural music and dances. The Centre also displays slideshows of recent learnings and excursions the children have been on as it showcases the fun and sense of community important to the Trust. An interactive media device is a valuable tool in delivering a varied and engaging curriculum to complement or extend the learning experiences offered. This screen will also be utilised in staff meetings and for professional development opportunities.

4.5.4 The estimated cost for a digital media screen is approximately \$599. If this application is unsuccessful, the Trust will be unable to replace the current broken screen until sufficient funds have been raised through other means. The children are missing the opportunity to engage with educational material, and a further delay would not be ideal. No other fundraising has been undertaken in relation to this initiative.

4.6 Council Evaluation:

4.6.1 The Trust's application for \$600 complies with the Board's Discretionary Grant Application criteria as the Trust is a not-for-profit organisation.

4.6.2 The Board has allocated the following funding to the Trust and the Centre over the past five years. All Accountability Forms have been received.

Date	Project	Funding	
February 2019	Towards the purchase of wireless speakers and a washing line	\$415	4.6.3
June 2020	Towards the purchase of a laptop for teachers	\$500	
December 2020	Towards High Vis vests for the children	\$200	
August 2023	Towards the cost of setting up an 0800 number	\$600	

In addition the Rangiora-Ashley Community Board granted the Trust \$500 in October 2020 towards the cost of buying a dishwasher.

4.7 The Board may approve or decline grants as per the grant guidelines.

4.8 **Implications for Community Wellbeing**

There are social and cultural implications, as both the Club and the Trusts provide opportunities for social interaction, which builds a sense of community. Participating in sports and social events assists in reducing feelings of isolation and encourages social connection.

4.9 The current balance of the Kaiapoi-Tuahiwi Community Board's 2024/25 Discretionary Grant Fund is \$8,600. If the applications are granted, the Board will have \$6,544 left for the remainder of the financial year.

4.10 The Management Team has reviewed this report.

**5. COMMUNITY VIEWS**

5.1 **Mana Whenua**

Te Ngāi Tūāhuriri hapū is likely to be affected by or have an interest in the subject matter of this report, as it includes community-based assistance for youth and other social assistance.

5.2 **Groups and Organisations**

No other groups and organisations are likely to be affected by or to have an interest in the subject matter of this report.

5.3 **Wider Community**

The wider community will likely be interested in the report's subject, as sports, social, and education events encourage social interaction, which builds a sense of mental health and contributes to community well-being.

## 6. **OTHER IMPLICATIONS AND RISK MANAGEMENT**

### 6.1 **Financial Implications**

6.1.1 The 2024-34 Long Term Plan includes a budget provision of \$8,600 for the Kaiapoi-Tuahiwi Community Board to approve grants to community groups for the 2024/25 financial year (July 2024 to June 2025).

6.1.2 The current balance of the Kaiapoi-Tuahiwi Community Board 2024/25 Discretionary Grant Fund is \$8,600. If all the applications are granted, the Board will have \$6,544 left for the remaining eleven months of the financial year.

6.1.3 The application criteria specify that grants are customarily limited to \$750 per application, with a maximum of \$1,000 in any financial year (July to June). However, a group may apply twice in a financial year, providing the applications are for different projects. Where applicable, GST values are calculated and added to appropriately registered groups if decided benefits exceed Board-resolved values.

### 6.2 **Sustainability and Climate Change Impacts**

The recommendations in this report do have sustainability and/or climate change impacts.

### 6.3 **Risk Management**

There are no risks arising from the adoption/implementation of the recommendations in this report.

### 6.4 **Health and Safety**

All health and safety-related issues will fall under the auspices of the groups and organisations which apply for funding.

## 7. **CONTEXT**

### 7.1 **Consistency with Policy**

This matter is not a matter of significance in terms of the Council's Significance and Engagement Policy.

### 7.2 **Authorising Legislation**

Not applicable.

### 7.3 **Consistency with Community Outcomes**

People are friendly and caring, creating a strong sense of community in our District. There are wide-ranging opportunities for people of different ages and cultures to participate in community life and recreational activities.

### 7.4 **Authorising Delegations**

Community Boards have delegated authority to approve Discretionary Grant Funding.



### Groups applying for Board Discretionary Grants 2023/2024

Name of group: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person within organisation: \_\_\_\_\_

Position within organisation: \_\_\_\_\_

Contact phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Describe what the project is and what the grant funding will be used for?** *(Use additional pages if needed)*

What is the timeframe of the project/event date? \_\_\_\_\_

Overall cost of project: \_\_\_\_\_ Amount requested: \_\_\_\_\_

How many people will directly benefit from this project? \_\_\_\_\_

Who are the range of people benefiting from this project? *(You can tick more than one box)*

- People with disabilities (mental or physical)      Cultural/ethnic minorities      District
- Preschool      School/youth      Older adults      Whole community/ward

Provide estimated percentage of participants/people benefiting by community area:

Oxford-Ohoka \_\_\_\_\_%      Rangiora-Ashley \_\_\_\_\_%      Woodend-Sefton \_\_\_\_\_%      Kaiapoi-Tuahiwi \_\_\_\_\_%

Other (please specify): \_\_\_\_\_

If this application is declined, will this event/project still occur?      Yes      No

If No, what are the consequences to the community/organisation?

What are the direct benefit(s) to the participants?

What is the benefit(s) to your organisation?

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What are the benefit(s) to the Kaiapoi-Tuahiwi community or wider district?

Is your group applying under the umbrella of another organisation (that is Charity/Trust registered)? Yes No

If yes, name of parent group: \_\_\_\_\_

What is the relationship between your group and the parent group?

What other fundraising has your group undertaken towards this project/event? List any other organisations you have applied to, or intend to apply to for funding this project and the amount applied for, including applications to other Community Boards.

Have you applied to the Kaiapoi-Tuahiwi Community Board or any other Waimakariri Community Board for other project funding in the past 18 months? Yes No

If yes, please supply details:

Enclosed      Financial Balance Sheet and Income & Expenditure Statement  
                   *(compulsory – your application cannot be processed without financial statements)*  
                   Supporting costs/quotes  
                   Other supporting information

I am authorised to sign on behalf of the group/organisation making this application.

I declare that all details contained in this application form are true and correct to the best of my knowledge.

I accept that successful applicants will be required to report back to the Community Board by completing a simple Accountability Report.

I accept that information provided in this application may be used in an official Council report available to the public.

**Please note:** A signature is not required if you submit this form electronically. By entering your name in the signature box you are giving your authority to this application.

Signed:  \_\_\_\_\_ Date: \_\_\_\_\_



**Mainland  
Football**

Mainland Football  
English Park, 127 Cranford Street  
Christchurch 8014  
[mainlandfootball.co.nz](http://mainlandfootball.co.nz)

21 February 2024

### **TO WHOM IT MAY CONCERN**

The purpose of this letter is to verify that Waimak United Football Club is affiliated to Mainland Football with teams entered into the senior men's, women's, youth and junior grades for the 2024 winter season.

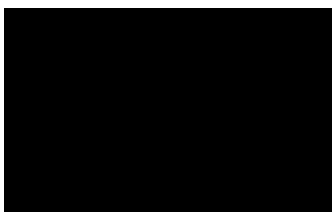
By being affiliated to Mainland Football then Waimak United Football Club is also affiliated to the national controlling body, New Zealand Football. I can also confirm that Waimak United Football Club is currently financial to Mainland Football and New Zealand Football.

Mainland Football is the governing body for football in the region covering the areas of Canterbury, Mid Canterbury, West Coast, Marlborough and Nelson and is a branch society of New Zealand Football.

Mainland Football collects all the team registration and entry levies for all football within the region which cover competition, representative and management costs.

Should you require any further information please do not hesitate to contact the writer.

Yours sincerely



Accounts Coordinator  
Mainland Football

## Club Membership

### Waimakariri United Football Club For the year ended 31 October 2023

	2023	2022
<b>Income &amp; Expenses</b>		
<b>Income</b>		
Fees/Subscriptions	170,676	155,327
Grants	33,704	56,401
<b>Total Income</b>	<b>204,381</b>	<b>211,728</b>
<b>Expenses</b>		
Affiliation Fees - Mainland & NZ Football	41,572	40,518
Coaching/Training Expenses	4,738	3,123
Coach Reimbursements	5,569	-
Grounds Maintenance	9,953	10,955
Misconducts - Mainland & NZ Football	1,450	50
Prizegiving/Presentations	1,908	3,775
Purchases - Gear/Kit	20,691	29,624
Referee Expenses Mainland Competition	6,011	4,525
Senior Men's Squad Expenses	3,390	3,335
Senior Women's Squad Expenses	300	-
<b>Total Expenses</b>	<b>95,581</b>	<b>95,905</b>
Net Income	108,799	115,822

## Statement of Profit or Loss

### Waimakariri United Football Club For the year ended 31 October 2023

	NOTES	2023	2022
<b>Trading Income</b>			
Club Membership		108,799	115,822
<b>Other Income (Net Contribution)</b>			
Fundraising & Sponsorship		16,534	20,764
Futsal		(7,679)	4,439
Holiday & Player Development Programs		6,488	4,712
Merchandise		3,137	444
Photography		-	1,821
Shop & BBQ		(898)	825
Tournaments (Attended)		(2,265)	(1,425)
Tournaments (Hosted)		10,450	21,948
Twilight Football		14,974	6,090
Turf		941	-
Interest Income		1,269	188
Other income		1,986	1,285
<b>Total Other Income (Net Contribution)</b>		<b>44,937</b>	<b>61,091</b>
<b>Total Trading Income</b>		<b>153,737</b>	<b>176,914</b>
<b>Gross Profit</b>		<b>153,737</b>	<b>176,914</b>
<b>Total Income</b>		<b>153,737</b>	<b>176,914</b>
<b>Operating Expenses</b>			
ACC Levies		-	877
Accountant Fees		-	430
Administration Expenses		1,074	117
Bad Debts		10,943	7,933
Bank Fees		50	94
Cleaning		1,328	533
Committee Expenses		44	-
EFTPOS Expenses		5	-
EFTPOS Merchant Fees		775	876
Merchant fees recovered		(916)	-
General Expenses		-	758
Insurance		1,022	934
IRD - Penalties		190	-
IRD - UOMI		349	-
IT Expense		6,211	3,374
Light, Power, Heating		1,100	1,018
Mobile Phone Expenses		1,735	1,000
Motor Vehicle Expenses		-	913
Printing, Postage & Stationery		1,238	1,101

These financial statements have been prepared without conducting an audit or review engagement, and should be read in conjunction with the attached Compilation Report.

## Statement of Profit or Loss

	NOTES	2023	2022
Rent		5,000	5,842
Repairs and Maintenance		990	351
Rubbish Collection		2,129	1,119
Sponsorship Procurement Expenses		315	3,020
Volunteer costs		-	2,196
Salaries, Wages & Contractors		121,411	129,827
<b>Total Operating Expenses</b>		<b>154,994</b>	<b>162,312</b>
<b>Profit (Loss) Before Depreciation</b>		<b>(1,257)</b>	<b>14,602</b>
<b>Less Depreciation</b>			
Depreciation		4,404	5,067
(Profit) / Loss on Disposal of Fixed Assets		(4,085)	-
<b>Total Less Depreciation</b>		<b>320</b>	<b>5,067</b>
<b>Net Profit (Loss)</b>		<b>(1,577)</b>	<b>9,534</b>

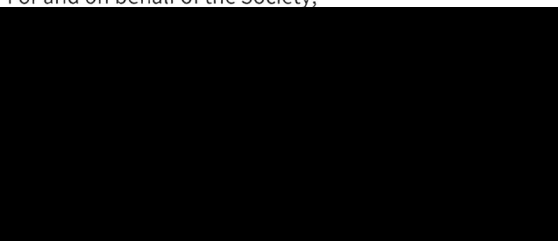
These financial statements have been prepared without conducting an audit or review engagement, and should be read in conjunction with the attached Compilation Report.

# Balance Sheet

## Waimakariri United Football Club As at 31 October 2023

	NOTES	31 OCT 2023	31 OCT 2022
<b>Assets</b>			
<b>Current Assets</b>			
Cash and Bank		43,139	49,923
<b>Accounts Receivable</b>			
Accounts Receivable		40,384	26,828
less Provision for Doubtful Debts		(22,625)	(10,041)
<b>Total Accounts Receivable</b>		<b>17,759</b>	<b>16,787</b>
<b>Total Current Assets</b>		<b>60,897</b>	<b>66,710</b>
<b>Non-Current Assets</b>			
Property, Plant and Equipment		30,195	75,514
Provision for Loss on Disposal of Clubrooms at Maria Andrews		-	(45,000)
<b>Total Non-Current Assets</b>		<b>30,195</b>	<b>30,514</b>
<b>Total Assets</b>		<b>91,092</b>	<b>97,225</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Mastercard Business Card		786	1,017
Accounts Payable		7,960	10,688
GST Payable		3,835	433
Employee Entitlements		2,119	2,706
Other Current Liabilities		-	3
<b>Total Current Liabilities</b>		<b>14,699</b>	<b>14,847</b>
Non-Current Liabilities		9,193	13,600
<b>Total Liabilities</b>		<b>23,891</b>	<b>28,447</b>
<b>Net Assets</b>		<b>67,201</b>	<b>68,778</b>
<b>Members Funds</b>			
Retained Earnings		67,201	68,778
<b>Total Surplus in Members Funds</b>		<b>67,201</b>	<b>68,778</b>

For and on behalf of the Society;



Date: 07/12/2023

These financial statements have been prepared without conducting an audit or review engagement, and should be read in conjunction with the attached Compilation Report.



1<sup>st</sup> March 2024

To whom it may concern

The Waimak United Football Club (WUFC) has requested a letter of support for their funding application, and we are happy to do so.

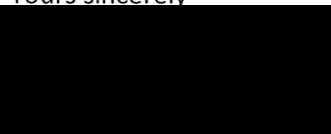
The North Canterbury Sports and Recreation Trust (NCSRT) is the sporting trust for the North Canterbury Region and aims to improve the quality of lives through the provision of recreational, sporting, and physical programmes. The Trust has been appointed official managing partner of the 4-court indoor sports facility owned by the Waimakariri District Council, name Mainpower Stadium. This facility is central to the major sporting hub planned for Coldstream Road, which will also include the Mainpower Cricket Oval, Mainpower Hockey Turf, Maria Andrews Football pitch and the North Canterbury Tennis, amongst others.

Established in 1982, the main goal of the NCSRT is to provide opportunities for recreational, sport and physical activity in partnership with community education groups, schools, and clubs.

With Mainpower Stadium having opened in August last year, the Waimak United Football Club (WUFC) now operates out of the Sports House facility, located within it. One of the main reasons WUFC decided to be positioned on-site was to respond to the burgeoning demand for Football and indoor Futsal in our region. With a dedicated, high-quality fitout now being made available to them, we only anticipate their burgeoning numbers will continue to grow.

The North Canterbury Sports and Recreation Trust has worked closely with the Staff and volunteers of Football in many capacities over the years and as a result, we have experienced their professional nature and consistent efforts in maintaining high quality programmes to cover a wide range of age groups. Therefore, we are fully supportive of their application for funding and urge funding organisations to do the same.

Yours sincerely



Operations Manager  
North Canterbury Sport & Recreation Trust



Quote  
97**GLOBAL TRADES**P.O. Box 58324  
BOTANY  
AUCKLAND 2163

PHONE : 09 265 0066 FAX : 09 265 2271

**WEBSITE : www.globaltrades.co.nz****SOLD TO**WAIMAK UNITED FOOTBALL CLUB  
289 COLDSTREAM ROAD  
RANGIORA 7400**SPECIAL INSTRUCTIONS**

DATE : 21/05/2024

BANK ACC : WESTPAC 03-0207-0063519-00

CUSTOMER : BIBS

TAX INVOICE : 00009987

**QUOTE IS VALID FOR 1 MONTH**

PAGE NO. : 1

GST NUMBER : 111-217-300

ITEM NO.	QTY.	DESCRIPTION	QTY.	PRICE	DISC %	TOTAL
AF/BIBS FBHQ	40	YOUTH FBHQ LOGO TRAINING BIB GREEN	40	\$6.40		\$256.00
AF/BIBS FBHQ	40	YOUTH FBHQ LOGO TRAINING BIB ORANGE	40	\$6.40		\$256.00
AF/BIBS FBHQ	50	YOUTH FBHQ LOGO TRAINING BIB YELLOW	50	\$6.40		\$320.00
CNAQUA	1	FREIGHT & PACKAGING	1	\$24.00		\$24.00

## TERMS : NET MONTHLY

These goods remain the property of GLOBAL TRADES until payment of all monies due have been received.  
Notification of short ships must be given within 5 working days of delivery.

**Payment is due strictly 20th of the month following invoice date.**

Total excl. GST \$856.00

GST Total \$128.40

**Total incl. GST \$984.40****GLOBAL TRADES**

Groups applying for Board Discretionary Grants 2023/2024

Name of group: R13 Youth Development Trust

Address: [REDACTED]

Contact person within organisation: [REDACTED]

Position within organisation: Trustee

Contact phone number: [REDACTED] Email: [REDACTED]

Describe what the project is and what the grant funding will be used for? (Use additional pages if needed)

Art therapy sessions with young people referred to R13.  
The grant will be used to fund the purchase of items for our young people to create lasting memories of their goals & objectives.

What is the timeframe of the project/event date? 3 months (October 2024)

Overall cost of project: \$600.00 Amount requested: \$600.00

How many people will directly benefit from this project? 20

Who are the range of people benefiting from this project? (You can tick more than one box)

- People with disabilities (mental or physical)
- Cultural/ethnic minorities
- District
- Preschool
- School/youth
- Older adults
- Whole community/ward

Provide estimated percentage of participants/people benefiting by community area:

Oxford-Ohoka \_\_\_\_\_% Rangiora-Ashley \_\_\_\_\_% Woodend-Sefton \_\_\_\_\_% Kaiapoi-Tuahiwi \_\_\_\_\_%

Other (please specify): difficult to determine - young people come from Waumakariri area.

If this application is declined, will this event/project still occur?  Yes  No

If No, what are the consequences to the community/organisation?

What are the direct benefit(s) to the participants?

Young people set goals & objectives and can create a scrapbook detailing their journey with R13 Trust. They are able to create a lasting record of how far they have come.

What is the benefit(s) to your organisation?

99

The young people and our mentors are engaged in a meaningful way, helping them set goals, and seeing the positive outcomes. young people are able to communicate better with their peers

What are the benefit(s) to the Kaiapoi-Tuahiwi community or wider district?

young people are engaged, kept out of trouble and are motivated. They are able to express themselves in a way not always possible.

Is your group applying under the umbrella of another organisation (that is Charity/Trust registered)?  Yes  No

If yes, name of parent group: \_\_\_\_\_

What is the relationship between your group and the parent group?

What other fundraising has your group undertaken towards this project/event? List any other organisations you have applied to, or intend to apply to for funding this project and the amount applied for, including applications to other Community Boards.

Nil

Have you applied to the Kaiapoi-Tuahiwi Community Board or any other Waimakariri Community Board for other project funding in the past 18 months?  Yes  No

If yes, please supply details:

Funding towards sports and kitchen equipment

- Enclosed  Financial Balance Sheet and Income & Expenditure Statement  
(compulsory – your application cannot be processed without financial statements)
- Supporting costs/quotes
- Other supporting information

- I am authorised to sign on behalf of the group/organisation making this application.
- I declare that all details contained in this application form are true and correct to the best of my knowledge.
- I accept that successful applicants will be required to report back to the Community Board by completing a simple Accountability Report.
- I accept that information provided in this application may be used in an official Council report available to the public.

**Please note:** A signature is not required if you submit this form electronically. By entering your name in the signature box you are giving your authority to this application.

Signed: \_\_\_\_\_ Date: 17.6.24

## Organisation Profile

R13 Youth Development Trust (R13) is a community based, non-government organisation which provides a range of free services to support and improve the quality of life of at-risk youth and youth offenders and their whānau /family in the wider North Canterbury region.

Our range of well-established programmes support young people with complex challenges, including mental health issues, disengagement from mainstream education, family violence, and trouble with the law. While working with us, at-risk youth gain personal development and life skills, learn how to set goals and discover their purpose, improve their well-being, develop resilience and confidence, and be supported to reach their fullest potential.

The age of the tamariki and rangitahi we help is getting younger so early intervention is key. R13's mentors, youth workers and counsellors support young people aged 10–20 years to address their mental wellbeing, and challenges such as social anxiety, anger, drug, alcohol and addiction issues. We also help those who are ready to leave, or have already left the school system, to set personal goals, create an action plan, learn life skills, and build confidence and resilience as they work towards a more positive life-path, including further training or employment.

As well as providing a wrap-around youth mentoring and well-being service, R13 Youth Development Trust coordinates restorative justice for referred youth offenders, who complete their Community Service with us clearing rubbish from local waterways. We also run a Family Harm Programme, with a focus on prevention, intervention and support for families impacted by violence against parents and caregivers, an increasingly complex and common societal issue.

Our programmes positively influence the lives of the young people and whānau we work with by eliminating the barriers to opportunity and helping them to reach their fullest potential through the power of partnership. We operate on a true community-based model delivering services direct to our community, with humanity, relatability, and availability.

Operating from our resource centre in Kaiapoi, R13 Youth Development Trust has supported young people and their whānau/family in North Canterbury since 2009. Our flexibility and grassroots links to the community, and other key agencies and organisations in the wider North Canterbury region, allow us to quickly respond to the needs and demands of our most vulnerable young people.

## Mentoring/Youth Work/Counselling

Mentoring, youth work, and counselling are essential tools to help young people on their journey towards a brighter future.

R13 Youth Development Trust's (R13) caring team of mentors, qualified youth workers and counsellors provide free wrap-around support for young people aged 10–20 years to help them identify and address their mental wellbeing, social anxiety, eating disorders, anger, drug, alcohol and addiction issues. We also help those who are ready to leave, or have already left the school system, to set personal goals, create an action plan, learn life skills, and stay motivated, as they work towards further training or employment and a more positive life-path.

Young people are referred to R13 for youth mentoring by a range of agencies and organisations, including Oranga Tamariki, the Police, youth court, truancy services and local schools. We also have self-referrals from young rangatahi who have identified their own need for extra support and someone to talk to.

New referrals to R13 work one-on-one with our mentors and Youth Workers to establish their challenges and needs, and create an individualised Pastoral Care Plan. This is a road map to help them to improve their physical and mental wellbeing and build their resilience and confidence to help them reach their goals. Depending on individual needs, the young person may stay connected with our mentors and youth workers for regular one-on-one sessions indefinitely; be referred to our R13 counsellor or specialist support staff, particularly for drug and alcohol, or family harm issues; or continue to be supported by R13 as we refer them onto another agency or service if their needs are more complex.

Sessions with our mentors and youth workers may include anything from a kōrero over a cuppa, to going for a walk or a bike ride, learning a new skill, doing some art, making some kai, of getting some paperwork done. The goal is to provide a safe and supportive space for young people to express themselves, work through their challenges and set goals.

Our youth workers help rangitahi to develop life skills, confidence, and self-responsibility which can help them on a path to further education or employment. Our team also work closely with the young person's whānau/family.

We have a qualified counsellor and a specialist Youth Worker Family Harm on the R13 team, who are dedicated to supporting families impacted by violence against parents and caregivers. Through the individualised care and support of R13 Youth Development Trust, and the flexibility of our programmes, young people build confidence and resilience as they embark on a positive pathway towards a brighter future. There is no exit policy for R13's services, and young people always have the opportunity to come back if they need further support.

## Art Supply Funding R13

We have been having multiple one on one Scrapbooking and art therapy sessions at R13 since February with our clients, mostly Female.

Each client is provided with a fluorescent colour 3B1 book, which we discuss their "all about me plan" And create to do lists and goal objectives. We also have Hardcover 2B5 books that each client can create a scrap book memorabilia of their time working with R13, the activities that we complete and the accomplishments they have made along their journey with us in Mentoring.

Alongside this we regularly create posters with Paint and scrapbook materials such as stickers, printed photographs, glitters and thin cardboard items purchased from art supply stores.

Recently one of our most notable creations was a memorial for a young 16year old girl who had passed in a house fire, which was a really important part of acknowledging out clients grief process and gave her an outlet to express her grief.

She was hugely appreciative and emotional, the client put a lot of time and effort perfecting using items to express her close friendship with the deceased girl and we also framed some photographs that she has given to the family.

What we need going forward is a decent collection of supplies that we can use to provide in our small welcome Kete for each youth who has artistic tendencies.

The following is a list of supplies that would last us a 3 month supply:

.2B5 Hardcover ScrapBooks X20 @ \$7 = \$140 (Warehouse Stationary)

.3B1 Flourescent Notebooks X40 @ \$2 = \$80 (Warehouse Stationary)

.Ledah Trimmer X1 @ \$49 (Warehouse Stationary)

.Scissors X4 @ \$5 = \$20 ((Warehouse Stationary)

.Sticker packs X20 @ \$4 = \$80 (The Warehouse)

.Coloured art paper X6 @ \$10 = \$60 (the Warehouse)

.Faber Castell felt pens X3 @ \$17.99 = \$53.97 ( Warehouse Stationary)

.Stencils X4 @ \$5.50 = \$22 (Warehouse Stationary)

.Double Ended Artist Markers X1 @ \$44.99 (Warehouse Stationary)

.Graphite Sketch set X1 @ \$12.99 (Warehouse Stationary)

.Paint selections X6 @\$7.99 = \$47.94 (Warehouse Stationary)

Total amount requested : \$610.89



## R13 Charitable Trust

### Statement of Financial Performance for the year ended 30 June 2023

	<u>2023</u> \$	<u>2022</u> \$
<b>Income</b>		
<u>Service Income:</u>		
Attendance Service	50,000.00	40,000.00
ECAN	19,520.00	12,100.00
Oranga Tamariki	46,665.46	54,472.81
Rangiora H/S	<u>1,400.00</u>	<u>0.00</u>
	117,585.46	106,572.81
<u>Grants/Other</u>		
Bapcor Grant	-	3,125.00
COGS	-	5,000.00
Kiwi Gaming Grant	9,556.00	-
Lions Foundation	2,130.00	3,526.09
Lotteries Commission	40,000.00	30,000.00
Miscellaneous Donations	3,168.00	1,809.57
Rata Foundation	<u>30,000.00</u>	<u>26,086.96</u>
	<u>84,854.00</u>	<u>69,547.62</u>
<b>Total Funding Income</b>	202,439.46	176,120.43
 <b><u>Other Income &amp; Expense</u></b>		
Interest (Gross)	1,738.65	290.92
Depn recovered	866.48	
Covid wage subsidy	<u>600.00</u>	<u>3,354.00</u>
	3,205.13	
Gant allocated to MV purchase	<u>(9,556.00)</u>	
	<u>(6,350.87)</u>	<u>3,644.92</u>
 <b>Total Income</b>	 <b><u>\$ 196,088.59</u></b>	 <b><u>\$ 179,765.35</u></b>



## R13 Charitable Trust

### Statement of Financial Performance – cont'd for the year ended 30 June 2023

	<u>2023</u> \$	<u>2022</u> \$
<b>Expenditure</b>		
<u>Programme Expenses:</u>		
Attendance		
- Phone/Internet	347.67	-
- Vehicle Expenses	<u>0.00</u>	<u>432.26</u>
	347.67	432.26
Community Service		
- Telephone	166.92	166.92
- Vehicle	1,519.35	2,691.04
- Sundry	<u>272.16</u>	<u>416.04</u>
	1,958.43	3,274.00
Fresh Start		
- General/Fuel	0.00	635.45
- Telephone	<u>694.84</u>	<u>166.92</u>
	694.84	802.37
Youth Worker		
- Phone/Internet	1,207.78	327.27
- Sundry	<u>0.00</u>	<u>926.88</u>
	1,207.78	1,254.15
Other Expense		
- Activities	3,497.42	
- Sundry	<u>3,818.17</u>	
	7,315.59	
Total Programme Expense	11,524.31	5,762.78
<u>Administration Expenses:</u>		
Accounting & MYOB	2,180.50	2,143.88
Advertising	1,920.29	1,731.08
Bank Charges	167.25	30.00
Board Expenses	2,168.68	612.16
Donations	101.45	-
Electricity	2,488.39	1,158.48
Insurance - MV	1,468.36	840.00
- Bldg	880.00	-
- Trustee	1,620.00	4,658.70
Office Supplies	1,029.57	503.65
Postage & Stationery	-	58.13
Repairs & Maintenance	686.57	752.59
Telephone/Website	1,229.11	1,730.34
Vehicle Regn	<u>386.16</u>	<u>220.93</u>
Total Administration Expense	16,437.11	14,439.94





## R13 Charitable Trust

### Statement of Financial Performance – cont'd for the year ended 30 June 2023

	<u>2023</u> \$	<u>2022</u> \$
<u>Employment Expenses:</u>		
ACC Levies	426.34	237.60
Admin – J Adams	6,755.00	3,576.92
Wages – Com Services Programme	9,241.27	8,314.60
Wages – Fresh Start	29,691.13	21,876.70
Wages – Attendance	27,777.11	8,971.44
Wages– Youth Worker	20,425.27	22,270.79
Kiwisaver/PAYE	24,909.28	19,471.18
Honorariums	1,500.00	2,000.00
Staff Training	1,372.19	752.34
Supervision	<u>2,850.44</u>	<u>217.40</u>
 Total Employment Expense	 124,948.03	 87,688.97
 <u>Other Expenditure</u>		
Bad Debts	-	0.00
Depreciation	5,206.00	1,314.00
Refunded Grants	862.54	
Lions Foundation	-	351.28
Safety Equipment	-	45.00
Interest - Other	<u>0.00</u>	<u>19.53</u>
 Total Other Expense	 <u>6,068.54</u>	 <u>1,729.81</u>
 <b>Total Expenditure</b>	 <b>(<u>158,977.99</u>)</b>	 <b>(<u>109,621.50</u>)</b>
 <b>Net (Deficit)/Surplus</b>	 <b><u>\$ 37,110.60</u></b>	 <b><u>\$ 70,143.85</u></b>



## R13 Charitable Trust

### Statement of Financial Position as at 30 June 2023

	<u>2023</u>	<u>2022</u>
	\$	\$
<b>Fixed Assets</b>		
As per schedule	46,076.87	27,547.00
<b>Current Assets</b>		
BNZ Cheque Account	119,379.89	110,149.73
BNZ Savings – Police Diversion	0.28	0.28
Accounts Receivable	4,749.50	0.00
Term Deposit ‘10	<u>34,506.16</u>	<u>33,664.55</u>
	<u>158,635.83</u>	<u>143,814.56</u>
<b>Total Assets</b>	204,712.70	170,361.56
<i>less</i>		
<b>Current Liabilities</b>		
GST Payable - Current	6,109.83	2,716.54
GST debit adjustment	-	-
GST credit adjustment	(2,096.92)	(723.16)
PAYE Payable	<u>1,130.19</u>	<u>5,960.40</u>
	<u>(5,143.10)</u>	<u>(7,953.78)</u>
<b>Net Assets</b>	<b><u>\$ 199,569.60</u></b>	<b><u>\$ 162,407.78</u></b>
 <b><u>Trustees Equity</u></b>		
Represented by:		
Balance b/fd	162,407.78	93,957.36
Adjustments (GST)	51.22	(7,693.43)
Surplus/(Deficit) for Year	<u>37,110.60</u>	<u>70,143.85</u>
	<b><u>\$ 199,569.60</u></b>	<b><u>\$ 162,407.78</u></b>

#### **Officers' Declaration**

We declare that these financial statements to be a true and accurate record of the transactions and position of the R13 Charitable Trust for the year ended 30 June 2023.

.....  
President

.....  
Treasurer

November 2023

**Groups applying for Board Discretionary Grants 2023/2024**Name of group: Community Wellbeing North Canterbury TrustAddress: [REDACTED]Contact person within organisation: [REDACTED]Position within organisation: ManagerContact phone number: [REDACTED]Email: manager@wellbeingnc.org.nz**Describe what the project is and what the grant funding will be used for?** *(Use additional pages if needed)*

Digital media screen at Karanga Mai Early Learning Centre to use for educational purposes.

What is the timeframe of the project/event date? ongoingOverall cost of project: 599.00 Amount requested: 599.00How many people will directly benefit from this project? 35Who are the range of people benefiting from this project? *(You can tick more than one box)*

- People with disabilities (mental or physical)   
  Cultural/ethnic minorities   
  District  
 Preschool   
  School/youth   
  Older adults   
  Whole community/ward

Provide estimated percentage of participants/people benefiting by community area:

Oxford-Ohoka \_\_\_\_\_%    Rangiora-Ashley \_\_\_\_\_%    Woodend-Sefton \_\_\_\_\_%    Kaiapoi-Tuahiwi 100%

Other (please specify): \_\_\_\_\_

If this application is declined, will this event/project still occur?     Yes     No

If No, what are the consequences to the community/organisation?

Our current digital media screen is broken, and the tamariki are missing the opportunity to engage with educational material. They are also unable to showcase their learning for whanau, especially in our larger community events such as matariki. Our current budget doesn't provide for items like this, so we would need to fundraise towards the cost of a replacement.

What are the direct benefit(s) to the participants?

The tamariki really enjoy the interaction and learning that a digital media screen provides- using it to explore short documentaries about our world, learning cultural music and dances, etc. We also like to create and display slideshows of recent learnings and excursions, especially when have a community event, it gives us a chance to showcase the fun and sense of community we have here at Karanga Mai Early Learning Centre.

What is the benefit(s) to your organisation?

An interactive media device is a valuable tool for helping us to deliver a varied and engaging curriculum. Kaiako use it as a teaching tool to compliment or extend on the children's learning. We also use it in staff meetings and professional development opportunities as a presentational tool.

What are the benefit(s) to the Kaiapoi-Tuahiwi community or wider district?

Strengthening anything in education strengthens a community.

Is your group applying under the umbrella of another organisation (that is Charity/Trust registered)?  Yes  No

If yes, name of parent group: \_\_\_\_\_

What is the relationship between your group and the parent group?

What other fundraising has your group undertaken towards this project/event? List any other organisations you have applied to, or intend to apply to for funding this project and the amount applied for, including applications to other Community Boards.

At present we have not yet approached any other organisation.

Have you applied to the Kaiapoi-Tuahiwi Community Board or any other Waimakariri Community Board for other project funding in the past 18 months?  Yes  No

If yes, please supply details:

0800 number for Kaiapoi Community Support to help clients access our Foodbank without barriers.

- Enclosed  Financial Balance Sheet and Income & Expenditure Statement  
(*compulsory – your application cannot be processed without financial statements*)
- Supporting costs/quotes
- Other supporting information

- I am authorised to sign on behalf of the group/organisation making this application.
- I declare that all details contained in this application form are true and correct to the best of my knowledge.
- I accept that successful applicants will be required to report back to the Community Board by completing a simple Accountability Report.
- I accept that information provided in this application may be used in an official Council report available to the public.

**Please note:** A signature is not required if you submit this form electronically. By entering your name in the signature box you are giving your authority to this application.

Signed: \_\_\_\_\_

Date: 17<sup>th</sup> June 2024

# Profit and Loss

## Community Wellbeing North Canterbury Trust For the year ended 30 June 2024

	2024 YTD	BUDGET 2024
<b>Trading Income</b>		
Aotearoa Gaming Trust	15,000.00	15,000.00
Associate Teacher Income/Professional Learning Income	1,168.11	-
Kiwi Gaming Foundation	3,956.58	4,000.00
Childcare fees	3,832.27	8,554.00
Community Pantry Contribution	-	3,000.00
Donations	35,389.89	120,000.00
Odyssey House Trust CHCH - Flexi Fund	11,600.65	2,000.00
Gain on disposal PPE	5,221.54	-
Hanmer Springs Thermal Pools & Spa	5,000.00	5,000.00
Hurunui District Council	13,750.00	15,000.00
Income b/fwd previous year	-	967.00
Interest Income	15,174.95	33,879.00
Kaiapoi-Tuahiwi Community Board	600.00	-
The Lion Foundation	3,957.00	4,000.00
MainPower	10,000.00	-
Mana Ake Travel Contribution	17,129.35	18,000.00
Ministry of Education	409,712.51	404,132.00
Ministry of Education - Equity	47,170.29	42,933.00
Ministry of Education - Targeted Funding	7,040.44	8,193.00
Te Whatu Ora	790,899.03	729,975.00
Ministry of Justice	134,560.36	141,500.00
Ministry of Social Development Discretionary Funding	109,483.20	-
The NZ Lotteries	91,666.63	99,999.00
Odyssey House Trust CHCH	257,263.16	287,125.00
Overhead recovery	352,636.75	405,266.00
Partnering for Outcomes	405,156.04	448,870.00
Pub Charity	-	10,000.00
Rātā Foundation	124,791.61	130,000.00
Reparation Payments, Donations	4,600.00	1,000.00
Right Service Right Time	3,781.25	500.00
Room Hire consulting room	5,986.76	5,040.00
Room Hire Pegasus	6,240.00	10,192.00
Team Leader Contribution	150,527.25	171,541.00
Training and Transport Incentive Allowance	-	2,000.00
Volunteer Coordinator Contribution	1,100.00	1,200.00
Waimakariri District Council	81,858.26	87,290.00
Work and Income	73,793.10	59,415.00
Silver Chef	134.00	-
Potential Funding	10,000.00	71,910.00
<b>Total Trading Income</b>	<b>3,210,180.98</b>	<b>3,347,481.00</b>

	2024 YTD	BUDGET 2024
<b>Gross Profit</b>	<b>3,210,180.98</b>	<b>3,347,481.00</b>
<b>Other Income</b>		
Aoake te Rā	7,665.00	10,000.00
Ministry of Social Development Connectors	144,190.76	97,780.00
SIQ Payments	1,800.00	-
Manatū Wāhine	9,000.00	-
Te Kāhui Ako Kātote	2,779.09	-
<b>Total Other Income</b>	<b>165,434.85</b>	<b>107,780.00</b>
<b>Operating Expenses</b>		
ACC	10,811.43	10,602.00
Alarm monitoring	865.10	1,020.00
Audit fees	9,694.44	10,000.00
Bank Fees	472.43	300.00
Board Meeting Expenses	1,343.40	1,200.00
Business Cards	1,027.78	1,200.00
Cleaning	3,510.00	3,500.00
Client discretionery	8,241.41	12,920.00
CMS Annual Fee	4,225.00	3,840.00
Contractor Fees	1,593.46	-
Contractor fees - Business Marketing Coordinator	34,117.71	39,416.00
Contractor fees - Project Leader	15,650.62	14,939.00
Depreciation	60,165.02	65,945.00
Document destruction	516.63	600.00
Donor Database	50.00	300.00
Electricity	5,278.52	8,707.00
Employment Advertising	1,245.00	1,200.00
Employment assistance programme	4,399.84	2,327.00
Equipment Low Value	1,842.29	3,604.00
Facilitator Fees	14,464.15	23,000.00
Financial services	18,900.00	19,600.00
Food, Teas, consumables etc	63,085.94	68,688.00
Website Running Costs	5,176.70	4,000.00
General Advertising	680.00	900.00
Gifts	1,744.55	1,300.00
Health & Life Insurances	49,109.88	52,216.00
HR Software	9,810.05	5,000.00
ICT Consumables	2,457.06	3,600.00
Insurance	25,419.05	23,273.00
Internal Audits	9,296.60	1,500.00
Interpreter Fees	-	960.00
IT Equipment	2,640.78	8,004.00
IT managed services	26,667.00	28,140.00
KidsCan food, consumables, etc	932.01	1,070.00

	2024 YTD	BUDGET 2024
Kiwisaver	59,687.83	63,609.00
Landline and Broadband	6,274.89	5,949.00
Legal expenses	24,934.02	3,000.00
Licence Checking	(13.63)	96.00
Loss on disposal	351.78	-
Mail Chimp Subscription	239.15	261.00
Marketing Material	2,256.50	3,500.00
Membership, Publications	3,075.86	2,500.00
Mobile phone	12,019.60	12,609.00
Discretionary Expense	50,470.47	-
Payment of Donations/Reparations	4,600.00	1,000.00
Photocopying and Printing	12,338.32	12,900.00
Post Box rental	243.48	200.00
Postage	20.61	50.00
Professional Supervision	17,909.58	31,670.00
Registration/Professional Fees	6,150.65	8,866.00
Relieving Staff	99,211.62	59,424.00
Rent	81,972.41	82,642.00
Repairs and Maintenance	19,514.17	8,080.00
Resources	4,493.61	2,500.00
SecureMe / Digital Cert.	935.00	1,020.00
Security	359.28	354.00
Software & upgrades	2,045.18	5,751.00
Staff training	9,015.91	11,616.00
Stationery & Office Equipment Low Value	4,553.05	12,164.00
Storage Container	1,739.10	2,100.00
Sustainability	130.43	540.00
Targeted Funding Expense	1,023.75	8,193.00
Travel reimbursement	21,179.62	20,570.00
Trust Functions (Incl. Staff Xmas event)	442.90	300.00
Trust overhead contribution	503,164.00	576,807.00
Vehicle Fuel	11,195.98	12,044.00
Vehicle Lease	3,826.13	4,174.00
Vehicle Maintenance	3,948.54	5,000.00
Vehicle rego, WOF, insurance	8,246.69	8,604.00
Venue hire and catering	3,271.57	300.00
Volunteer Training and Expenses	1,798.44	5,967.00
Wages and salaries	2,131,946.26	2,120,329.00
Water Cooler	1,273.86	1,044.00
Workforce Development	26,071.79	12,500.00
Xmas Event	1,150.59	1,550.00
YPC Vehicle Cost Contribution	23,807.49	24,000.00
Odyssey House Trust CHCH Flexi Fund Expense	9,824.78	2,000.00
Manatū Wāhine expenses	9,008.17	-
KMELC Community Kai	397.07	-

## Profit and Loss

	2024 YTD	BUDGET 2024
Parenting Programme Expense	2,540.35	300.00
<b>Total Operating Expenses</b>	<b>3,584,080.70</b>	<b>3,558,954.00</b>
<b>Net Profit</b>	<b>(208,464.87)</b>	<b>(103,693.00)</b>



# Balance Sheet

## Community Wellbeing North Canterbury Trust

As at 31 May 2024

31 MAY 2024

30 JUN 2023

### Current Assets

#### Bank accounts and cash

Bank and cash/(bank overdraft)	223,001	160,093
<b>Total Bank accounts and cash</b>	<b>223,001</b>	<b>160,093</b>

#### Debtors and prepayments

##### Trade receivables

Prepayments	-	6,792
Balance day debtors	1,078	12,660
MOE funding owed (ELC)	47,995	77,996
Accounts Receivable	101,440	342,965
<b>Total Trade receivables</b>	<b>150,513</b>	<b>440,413</b>

<b>Total Debtors and prepayments</b>	<b>150,513</b>	<b>440,413</b>
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#### Other Current Assets

Investments (current)	477,584	542,606
<b>Total Other Current Assets</b>	<b>477,584</b>	<b>542,606</b>

<b>Total Current Assets</b>	<b>851,099</b>	<b>1,143,113</b>
-----------------------------	----------------	------------------

### Current Liabilities

#### Trade and other payables

Trade payables	15,661	27,760
Holiday Pay provision	119,345	89,977
Income in advance - Unspent grants	203,045	479,131
Income in advance - Karanga Mai	29,501	-
Rounding	(3)	(2)
Balance date creditors	13,900	15,833
Wages Payable - Payroll	88,648	90,364
Goods and services tax	6,298	42,134
PAYE	59,491	48,125
<b>Total Trade and other payables</b>	<b>535,887</b>	<b>793,322</b>

#### Other current liabilities

Westpac Creditcard (D Ryan)	129	46
Westpac Creditcard (J McInerney)	130	440
Business Creditcard (Kim)	(972)	-
<b>Total Other current liabilities</b>	<b>(712)</b>	<b>486</b>

<b>Total Current Liabilities</b>	<b>535,175</b>	<b>793,808</b>
----------------------------------	----------------	----------------

### Working Capital

315,924      349,305

### Non-Current Assets

#### Property, Plant and Equipment

	31 MAY 2024	30 JUN 2023
Fixed assets	199,563	267,719
<b>Total Property, Plant and Equipment</b>	<b>199,563</b>	<b>267,719</b>
<b>Total Non-Current Assets</b>	<b>199,563</b>	<b>267,719</b>
<b>Total Assets less Total Liabilities (Net Assets)</b>	<b>515,487</b>	<b>617,024</b>
<b>Accumulated Funds</b>		
<b>Accumulated surpluses or (deficits)</b>		
Retained earnings/Accumulated funds	617,024	740,288
Current year earnings	(101,538)	(123,264)
<b>Total Accumulated surpluses or (deficits)</b>	<b>515,487</b>	<b>617,024</b>
<b>Total Accumulated Funds</b>	<b>515,487</b>	<b>617,024</b>

DEAL



thewarehouse

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#### Delivery and returns

Free returns within 60 days\* T&C's apply

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## Spreadsheet Showing Kaiapoi-Tuahiwi Community Board Discretionary Grant for the 2023/24 Financial Year

Meeting considered	Group	Project	Accountability Received	Amount Requested	Amount Granted	Running Balance
		2023/24= \$5,390 = carry forwards \$1,632 = Returned funds \$500				\$ 7,522.00
17-Jul	Coastguard North Canterbury	towards upgrading the swift water rescue vessel	sent once the vessel has been purchased	\$500	\$750	\$ 6,772.00
21-Aug	Waimakariri Access Group	Towards running an Inclusive Sports Event	9-May-24	\$750	\$418.27	\$ 6,353.73
21-Aug	Community Wellbeing North Canterbury Trust	towards an 0800 number	7-May-24	\$600	\$600	\$ 5,853.73
16-Oct	Pines Kairaki Beaches Association	Towards hosing a Christmas event	31-Jan-24	\$515	\$515	\$ 5,338.73
20-Nov	St Patick's School	towards a bike and scooter track	Declined	\$500	\$0	\$ 5,338.73
20-Nov	Community Watch Kaiapoi Inc	towards a AED	8-Mar-24	\$750	\$750	\$ 4,588.73
11-Dec	North Canterbury Pony Club	Towards first aid services	This will only be sent after October when	\$1,000	\$750	\$ 3,838.73
19-Feb	Northern Phoenix paddling club	towards go pro cameras		\$1,667	\$667	\$ 3,171.73
19-Feb	Waimakariri Community Arts Council – Kaiapoi's Art on the Quay	towards promotion of exhibitions	20-May-24	\$695	\$695	\$ 2,476.73
13-Mar	Cure Boating Club	Towards painting a mural on its walls	7-May-24	\$1,000	\$1,000	\$ 1,476.73
15-Apr	Kaipoi Branch North Canterbury Pony Club Inc	Towards a new BBQ		\$611	\$250	\$ 1,226.73
15-Apr	St Patricks School PTA	Towards new sports balls		\$750	Declined	\$ 1,226.73
15-Apr	Pines Kairaki Beaches Association	Towards hosting community events		\$500	\$500	\$ 726.73
15-Apr	The Darnley Club	Towards the cost of transporting a client		\$728	Declined	\$ 726.73
17-Jun	Kaipoi Softball Club	towards hosting a softball tournament		\$750	750	

## Spreadsheet Showing Kaiapoi-Tuahiwi Community Board Discretionary Grant for the 2024/2025 Financial Year

Meeting considered	Group	Project	Accountability Received	Amount Requested	Amount Granted	Running Balance
		2024/25= \$8,600				\$ 8,600.00
15-Jul	Waimakariri United Football Club	Towards Bibs for Mainland competition teams		\$856		
15-Jul	R13 Youth Development Trust	Towards Art Therapy supplies		\$600		
15-Jul	Community Wellbeing North Canterbury Trust	Digital media screen for Karanga Mai Early Learning Centre		\$600		

**GOVERNANCE**

## Kaiapoi-Tuahiwi Community Board

# Discretionary Grant Application

### Information to assist groups with their application

The purpose of the Board discretionary grants is to assist projects that enhance community group capacity and/or increase participation in activities.

When assessing grant applications the Board considers a number of factors in its decision making. These include, but are not limited to; type of project, time frame, benefits to the community and costs being contributed. The more information you as a group can provide on the project and benefits to participants the better informed the Board is. You are welcome to include a cover letter as part of your application. The decision to grant funds is the sole discretion of the Board.

The Board cannot accept applications from individuals. All funding is paid to community-based project groups, non-profit community organisations, registered charities or incorporated societies. Council funding is publicly accountable therefore the Board needs to demonstrate to the community where funding is going and what it is being spent on. Staff cannot process your application without financial information.

The Board encourages applicants, where practically possible, to consider using local businesses or suppliers for any services or goods they require in their application. The Board acknowledges that this may result in a higher quote.

It would be helpful to the Board to receive an expense summary for projects that cost more than the grant being requested to show the areas where funds are being spent and a paragraph on what fund raising the group has undertaken towards the project, or other sources considered (ie voluntary labour, businesses for supplies).

Examples (but not limited to) of what the Board cannot fund:	Examples (but not limited to) of what the Board can fund:
✗ Wages	✓ New equipment/materials
✗ Debt servicing	✓ Toys/educational aids
✗ Payment for volunteers (including arrangements in kind eg petrol vouchers)	✓ Sporting equipment
✗ Stock or capital market investment	✓ Safety equipment
✗ Gambling or prize money	✓ Costs associated with events
✗ Funding of individuals (only non-profit organisations)	✓ Community training
✗ Payment of any legal expenditure or associated costs	
✗ Purchase of land and buildings	
✗ Activities or initiatives where the primary purpose is to promote, commercial or profit-oriented interests	
✗ Payment of fines, court costs or mediation costs, IRD penalties	

## Criteria for application

- The Board supports a wide range of community activities but the application will only be considered if it is deemed of the nature listed in the table of examples of what the Board can fund (see previous page).
- Applications will only be accepted from community-based project groups, not for profit organisations, registered charities or incorporated societies.
- Applications from Funding Committees and/or similar community-based groups associated with schools will be considered provided there is proof that the activity is not funded by the Ministry of Education. However, schools themselves are not considered non-profit community-based organisations.
- Grant funding will not be allocated for events/projects that have already occurred i.e retrospectively.
- The grant funding is limited to projects primarily within the Board area or benefiting the residents of the ward.
- Grants are generally limited up to \$750 with a maximum of \$1,000 in any financial year (July to June), but a group can apply twice a year, providing it is for different projects. The Board will consider granting more than \$750 in exceptional circumstances provided that detailed reasons for exceeding the present limit are provided.
- The application should clearly state the purpose for which the money is to be used.
- The applicant should submit relevant financial information to prove they can deliver the project. Applications will only be processed once the financial information is received. The Community Board reserves the right to request additional financial information on any application if deemed necessary.
- Organisations that are predominately funded by Central Government must provide supporting evidence that the requested grant will not be spent on projects that should be funded by Central Government.
- Applicants must declare other sources from which funding has been applied for, or granted from, for the project being applied to the Kaiapoi-Tuahiwi Community Board, including information on applications to other Community Boards.
- Grant applications will be considered every month by the Kaiapoi-Tuahiwi Community Board. Applications are recommended to be received three weeks prior to Board meeting dates so they can be processed in time.
- An Accountability Form must be provided to the Council within 20 working days after the event, completion of the project or when the funds were spent outlining how the funds were applied. Relevant proof of purchase such as receipts, banks statements or invoices must be included with the Accountability Form and photos of the event or purchase is encouraged.
- Where possible Boards request permission to utilise these photos on its Facebook page, the Council website or other social media, to encourage other community groups' participation.
- In the event that funds are not spent on the project or activity applied for within 12 months of the date of the event/project, the recipient will be required to return the grant funding to the Council.
- If the activity/event for which funds have been granted does not take place or if the group does not provide the information to enable the grant to be paid within six months of approval of the grant being notified, then in both cases the application will be regarded as closed and funds released for reallocation by the Board.
- No new application will be accepted until the Board receives the Accountability Form and relevant documentation for previous funding granted.

## What happens now?

Return your completed application form (with financial records and any supporting information which you believe is relevant to this application) by posting to Private Bag 1005, Rangiora 7440, New Zealand, or hand delivering to your local Service Centre, or emailing to: [IM@wmk.govt.nz](mailto:IM@wmk.govt.nz)

## What happens next?

- Your application will be processed and presented to the Board at the next appropriate meeting.
- Following the meeting a letter will be sent to notify you of the Board's decision and if successful an invoice and your organisation's bank account details will be requested.
- On receipt of this information payment will be processed to your organisation's bank account.

Our Ref: LTC-03-20-04/240216022707

28 June 2024

Jackie Watson  
Chairperson  
Kaiapoi-Tuahiwi Community Board

## **A Prudent Plan that Enables Growth – Council’s Long Term Plan**

Thank you for making a submission to Council’s Long-Term Plan 2024-2034 (LTP). We value receiving submissions from the community to inform our decision making.

This LTP has been particularly challenging for Council given the cost-of-living crisis currently being experienced by our community. We have had to weigh up balancing rates affordability while continuing to deliver the services and infrastructure that makes Waimakariri a great place to live – for residents now and in the future.

We received over 330 submissions to the LTP, with the majority being on the major issues we sought feedback on. The result of our deliberations on these major issues are:

### **(1) Funding flood resilience and improvements**

Climate change exposes our District more severe weather and Waimakariri is particularly prone to flooding. As a result, the Council is establishing an Infrastructure Resilience Team as well as a Flood Recovery and Resilience Fund so when a problem arises with stormwater management we have money put aside to address this.

### **(2) Plans for Rangiora Eastern Link road and Skew Bridge**

The community is keen to see the Rangiora Eastern Link road built. The Council will now lobby NZ Transport Agency (NZTA) to commit its share of the project. This, along with a replacement of Skew Bridge in West Kaiapoi, are our main priorities when advocating for funding from NZTA. These projects, if they receive co-funding from NZTA, would take place in the outer years of the LTP and help solve traffic congestion significantly.

We are also pleased central Government has committed to the Woodend Bypass – this is long overdue and essential as our community in Woodend, Ravenswood and Pegasus grow. The Council will also be strongly advocating for walking and cycling to be included with the Bypass.

### **(3) Building the right community facilities at the right time**

Our community is growing rapidly and will have 30,000 new residents by 2050 with an estimated population of 100,000. The Council must plan for this future growth – this includes looking at how and when we build community, sporting, and aquatic facilities – so there are always plenty of places for leisure and recreation that enhance community wellbeing.

#### **(4) An extension to the Trevor Inch Memorial Rangiora Library**

The Council supported the extension of the current library in the outer years of the LTP. This is a great way of ensuring this key community facility continues to meet the needs of our community without over committing financially. We also want to investigate the possibility of including the museum in any future development. This outcome illustrates the balance the Council has been trying to make through this LTP.

#### **(5) Plans to prioritise the natural environment**

The Natural Environment Strategy was supported. This exciting strategy will result in more natural places to play, improved biological awareness, the development of more reserves, and a lot of planting. It will prioritise nature, connect people with the environment, improve knowledge about our biodiversity, and sustain and create resilient ecosystems.

The final rates increase following Council deliberations is 9.39%, which is 0.45% higher than we consulted on. This is primarily due to a larger increase in insurance costs than had been budgeted. While this increase is more than any of us would like to see, it is lower than the average 16% across Local Government.

Council will continue to explore all opportunities to maintain rates affordability as we look to balance the needs of the community in future. Our forecasts currently have rates increases of around 4% in future years, but of course are subject to market conditions at the time.

We are encouraged that overall our community has indicated that we're on the right track with our planning and we look forward to delivering great outcomes for the community.

If you made a submission outside of the engagement topics you will receive a follow up letter in the coming months addressing any specific points you made.

Until then, if you'd like to read a full copy of the Long Term Plan you can find these at the Rangiora, Kaiapoi and Oxford service centres and libraries and on the Waimakariri District Council website.

Once again, thank you for your interest and contribution to the development of our District. If you have any further questions or comments, please feel free to get in touch.

Yours sincerely



Dan Gordon  
**MAYOR**



RE: Ground Lease Conditions – Historic Railway Building - 57 CHARLES STREET, KAIAPOI

Dear Community Board,

Overview: There have been ongoing discussions with WDC regarding the Reserve Ground lease conditions for the Historic Railway building currently trading as Paris for the Weekend Café. In particular, WDC's right to give only 12 months notice to terminate the ground lease without appropriate compensation to the Tenant/Business, as well as no formal right of renewal when the 33-year lease expires.

Jedd Pearce has invested significant value in saving, restoring and enhancing this important historic building, in fact the project went \$180K over budget well beyond any returns Jedd will realise in the form of lease returns. It is understandable that Jedd is seeking certainty for future tenants and generations to enjoy this building and its revitalised setting overlooking the Kaiapoi River.

The current tenant, Paris for the Weekend café, has built up an iconic Kaiapoi business employing over 20 staff and drawing a wide customer base from all parts of Canterbury. Jedd has insured the building against damage from a major event, so if the land is deemed unusable, the insurance proceeds will allow for the building to be repaired and relocated.

A key component to retaining and maintaining this building is to provide for a continual lease agreement with the tenant. In turn the tenant/business needs to have certainty their lease will not be terminated with 12 months notice, therefore losing their business and goodwill value. Another consequence of having such a short termination notice period is the reduction in business lending capabilities from banks and a reduced capacity to sell their business at fair market price.

We recognise that WDC are working within their permitted guidelines, but these guidelines do not meet real world business requirements or match business owner's financing requirements. WDC have recently agreed to include a notice period of 6 years prior to the 33-year ground lease expiring for both parties to negotiate in good faith that either the ground lease will cease at the expiry of 33 years, or a new ground lease will be drawn up for an additional 33 years.

The restoration and raising of the Historic Railway Building was borne from a labour of love to help restore the building, place it in a prominent position alongside the Kaiapoi River, and provide a revitalised premises for the Tenant to operate a successful business. The investment in the building from both myself as the Landlord and the Tenant has been significant. It is not equitable that WDC only provide 12 months notice as this significantly impacts the value of the building and the business. Nor is it any benefit to the community that such a short notice period apply to terminate the ground lease. If this were the case, there would be no incentive to invest toward the commitment to the upkeep of the building into the future.

Therefore, we are requesting these matters be considered by the Community Board to provide feedback to WDC to allow for realistic market terms and conditions for the ground lease.

1. To provide the foundation for the success of the business and preservation of this historic building, we require that a minimum of 6 years notice is provided for termination of the ground lease.
2. If the notice period from WDC is less than 6 years, then in addition to compensation payable for the building, that the business will be purchased at an agreed market value.

We are happy to meet with the Community Board to discuss this matter further and answer any questions you may have.

Kind regards

Jedd Pearce

**KAIAPOI-TUAHIWI COMMUNITY BOARD**  
**MEMBERS INFORMATION EXCHANGE**  
*For the month of June 2024*

Member' Name: Brent Cairns

- Kaiapoi Promotions Association monthly meeting to discuss Christmas carnival and review locations of the event. 17<sup>th</sup> July will be their next mix and mingle at 5.30 at the Coast guard.
- Kaiapoi Museum Monthly meeting talking about accessing to storage area on mezzanine.
- Rangiora Museum, talk on local family.
- Food Secure North Canterbury meeting, applying for funding for coordinator and projects.
- Attended Council hosted funding tips workshop.
- Asked to attend Kaiapoi business/residents meeting re events in the district etc.
- North Canterbury Neighbourhood Support monthly meeting as well as attended Civil Defence emergency hub launch in Loburn.
- Attended Access group meeting.
- Attended Road Safety meeting.
- Attended and helped at two Matariki events and from those will be conducting a debrief with the event coordinators.
- Kaiapoi Food Forest had an international business visit and learnt about what we do and they donated and planted almost \$1,000 of trees and plants.
- Reviewing More Accessibility District strategy.
- Attended All Boards session.
- Attended a workshop on new tree growing bags.
- Community wellbeing networking events.
- Accessibility meeting.
- Migrants catch up.
- Attended plantings at Silverstream and Honda forest.
- Ronel's Cuppa.
- Waikuku beach bylaw meeting.

**KAIAPOI-TUAHIWI COMMUNITY BOARD****MEMBERS INFORMATION EXCHANGE***For the month of June 2024*

Member' Name: Philip Redmond

<b>MEMBER'S DIARY</b>		<b>DISCUSSION POINTS</b>
<i>Date</i>	<i>Events members have attended</i>	<i>Community Feedback/Issues Raised</i>
11 June	LGNZ Sovereign Citizens Zoom Session	Very informative, pseudo legal framework, no successful cases.
12 June	Otautahi Community Housing Trust, Carey Street, Christchurch	Official opening 40 houses, mixed use tenure. Minister of Housing opened – on time on budget. Community rentals affordable market rentals and progressive home ownership homes.
13 June	Kaiapoi Community Networking forum at Kaiapoi	Good numbers. Several new providers and exchange of ideas. Kainga Ora well represented.
18 June	Canterbury Property Investors Association forum	Economist Tony Alexander – worst to come, insurance premiums and rate increases impacting boomers on fixed incomes. Retail sector hard hit, outlook for 2025 encouraging.
19 June	Road Safety Working Group	Cycle sense co-funding yet to be approved by NZTA. Council funded until December 2024 in the meantime.
25 June	Adopted LTP 9.39% rate increase	Passed 10 votes to one, submissions emphasised affordability. Some items deferred to outer years of the LTP to be revisited in three years. May change priorities. The 'do nothing' options would have reduced the increase by 0.13% to 0.18% (\$5 – 8 per annum) in years 1 to 4 but rise to 1.3% or \$60 per annum in years 6 to 10. Not supported by majority of Councillors. Average increase \$6 per week. Balance affordability with maintaining level of service in a growth district.
27 June	Water Done Well	Teams meeting with Kaikoura District Council and Hurunui District Council to discuss legislative framework and water plans. All options include status quo on the table
27 June	North Canterbury Sport and Recreation Trust	Waiting on lease and sale Edward Street. Presentation to Cathy Batchelor retiring Trustee.

Also attended Council briefings, workshops and meetings, drainage advisory groups, District Licencing Committee hearing and several roading related meetings with residents and staff.